

Marcia L. Goldstein
Ray C. Schrock, P.C.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
CHASSIX HOLDINGS, INC., <i>et al.</i> ,	:	Case No. 15-10578 (MEW)
	:	
	:	(Jointly Administered)
Debtors. ¹	:	
	:	
-----X		

**NOTICE OF FILING BLACKLINE VERSIONS OF SECOND AMENDED
CHAPTER 11 PLAN OF REORGANIZATION AND DISCLOSURE STATEMENT**

PLEASE TAKE NOTICE that, on April 21, 2015, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (ECF No. 305) (the “**Amended Plan**”) and proposed disclosure statement in support of the Plan (ECF No. 306) (the “**Proposed Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that a hearing to consider the adequacy of the information contained in the Proposed Disclosure Statement was held before the Honorable

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Automotive Properties of New York, LLC (4323); Chassix Holdings, Inc. (9249); UC Holdings, Inc. (5026); Chassix, Inc. (5728); Diversified Machine, Inc. (8762); Diversified Machine Bristol, LLC (5409); Chassix Georgia Machining, LLC (1940); DMI Columbus, LLC (1833); Diversified Machine Montague, LLC (4771); Diversified Machine, Milwaukee LLC (0875); DMI Edon LLC (1847); Mexico Products I, LLC (3039); DMI China Holding LLC (4331); Concord International, Inc. (3536); SMW Automotive, LLC (9452); Automotive, LLC (2897); Chassis Co. of Michigan, LLC (2692); AluTech, LLC (0012). The direct and indirect international subsidiaries of Chassix Holdings are not debtors in these chapter 11 cases.

Michael E. Wiles, United States Bankruptcy Judge, in Room 617 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on April 23, 2015 (the “**Hearing**”).

PLEASE TAKE FURTHER NOTICE that, on April 24, 2015, the Debtors filed the *Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (ECF No. 323) (the “**Second Amended Plan**”) and proposed disclosure statement in support of the Second Amended Plan (ECF No. 324) (the “**Disclosure Statement**”) incorporating or responding to comments by the Court and other revisions made at the Hearing. The Court entered an order approving the Disclosure Statement and the Debtors’ solicitation procedures on April 24, 2015 (ECF No. 327).

PLEASE TAKE FURTHER NOTICE that, for the convenience of the Court and parties in interest, a blackline reflecting the changes to the Second Amended Plan is attached hereto as **Exhibit A**, and a blackline reflecting the changes to the Disclosure Statement is attached hereto as **Exhibit B**.

Dated: April 24, 2015
New York, New York

/s/ Ray C. Schrock, P.C.

Marcia L. Goldstein
Ray C. Schrock, P.C.

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

Exhibit A

BLACKLINE OF SECOND AMENDED PLAN

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

)	
In re)	Chapter 11
)	
Chassix Holdings, Inc., et al.,¹)	Case No. 15-10578 (MEW)
)	
Debtors.)	(Jointly Administered)
)	

**SECOND AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

WEIL, GOTSHAL & MANGES LLP

Marcia L. Goldstein
Ray C. Schrock, P.C.
Matthew P. Goren
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors and
Debtors in Possession*

Dated: April ~~21~~24, 2015
New York, New York

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Automotive Properties of New York, LLC (4323); Chassix Holdings, Inc. (9249); UC Holdings, Inc. (5026); Chassix, Inc. (5728); Diversified Machine, Inc. (8762); Diversified Machine Bristol, LLC (5409); Chassix Georgia Machining, LLC (1940); DMI Columbus, LLC (1833); Diversified Machine Montague, LLC (4771); Diversified Machine, Milwaukee LLC (0875); DMI Edon LLC (1847); Mexico Products I, LLC (3039); DMI China Holding LLC (4331); Concord International, Inc. (3536); SMW Automotive, LLC (9452); Automotive, LLC (2897); Chassis Co. of Michigan, LLC (2692); AluTech, LLC (0012). The direct and indirect international subsidiaries of Chassix Holdings, Inc. are not debtors in these chapter 11 cases.

Table of Contents

	<u>Page</u>
Section 1. DEFINITIONS AND INTERPRETATION.....	1
A. Definitions.....	1
B. Interpretation; Application of Definitions and Rules of Construction.....	14
C. Reference to Monetary Figures.....	15
D. Controlling Document.....	15
Section 2. ADMINISTRATIVE AND PRIORITY CLAIMS.....	15
2.1. <i>Administrative Claims</i>	15
2.2. <i>Fee Claims</i>	15
2.3. <i>Priority Tax Claims</i>	16
2.4. <i>DIP Claims</i>	16
2.5. <i>Prepetition Revolving ABL Facility Claims</i>	16
Section 3. CLASSIFICATION OF CLAIMS AND INTERESTS.....	16
3.1. <i>Summary of Classification</i>	16
3.2. <i>Special Provision Governing Unimpaired Claims</i>	17
3.3. <i>Elimination of Vacant Classes</i>	17
Section 4. TREATMENT OF CLAIMS AND INTERESTS.....	17
4.1. <i>Other Priority Claims (Class 1)</i>	17
4.2. <i>Other Secured Claims (Class 2)</i>	18
4.3. <i>Secured Note Claims (Class 3)</i>	18
4.4. <i>Unsecured Note Claims (Class 4)</i>	18
4.5. <i>General Unsecured Trade Claims (Class 5)</i>	19
4.6. <i>Other General Unsecured Claims (Class 6)</i>	19
4.7. <i>Intercompany Claims (Class 7)</i>	20
4.8. <i>Intercompany Interests (Class 8)</i>	20
4.9. <i>Subordinated Securities Claims (Class 9)</i>	21
4.10. <i>Existing Chassix Holdings Equity Interests (Class 10)</i>	21
Section 5. MEANS FOR IMPLEMENTATION.....	21
5.1. <i>Compromise and Settlement of Claims, Interests, and Controversies</i>	21
5.2. <i>Global Settlement</i>	22
5.3. <i>Actions of Dharma Holding Corporation and Triomphe Intermediate Holding Corporation</i>	22

Table of Contents

	<u>Page</u>
5.4. <i>Cancellation of Existing Securities and Agreements.</i>	23
5.5. <i>Corporate Structure.</i>	23
5.6. <i>Authorization and Issuance of Plan Securities.</i>	24
5.7. <i>Section 1145 Exemption.</i>	24
5.8. <i>Exit Financing.</i>	24
5.9. <i>Intercreditor Agreement.</i>	25
5.10. <i>Reorganized Debtors.</i>	25
5.11. <i>Bristol Facility</i>	26
5.12. <i>Cancellation of Liens.</i>	26
5.13. <i>Management Employment Matters.</i>	26
5.14. <i>Withholding and Reporting Requirements.</i>	26
5.15. <i>Exemption From Certain Transfer Taxes.</i>	27
5.16. <i>Restructuring Transactions; Further Transactions.</i>	27
5.17. <i>Dissolution of Chassix Holdings.</i>	28
5.18. <i>Effectuating Documents.</i>	28
5.19. <i>Closing of the Chapter 11 Cases.</i>	29
Section 6. DISTRIBUTIONS.	29
6.1. <i>Distribution Record Date.</i>	29
6.2. <i>Date of Distributions.</i>	29
6.3. <i>Timing of Distributions.</i>	29
6.4. <i>Disbursing Agent.</i>	29
6.5. <i>Powers of Disbursing Agent.</i>	30
6.6. <i>Delivery of Distributions.</i>	30
6.7. <i>Manner of Payment Under Plan.</i>	30
6.8. <i>Fractional Stock.</i>	30
6.9. <i>Minimum Cash Distributions.</i>	30
6.10. <i>Setoffs.</i>	31
6.11. <i>Distributions After Effective Date.</i>	31
6.12. <i>Allocation of Distributions Between Principal and Interest.</i>	31
Section 7. PROCEDURES FOR DISPUTED CLAIMS.	31
7.1. <i>Allowance of Claims.</i>	31

Table of Contents

	<u>Page</u>
7.2. <i>Objections to Claims.</i>	31
7.3. <i>Estimation of Claims.</i>	31
7.4. <i>No Distributions Pending Allowance.</i>	32
7.5. <i>Distributions After Allowance.</i>	32
7.6. <i>Resolution of Claims.</i>	32
7.7. <i>Disallowed Claims.</i>	32
Section 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.	32
8.1. <i>General Treatment.</i>	32
8.2. <i>Determination of Cure Disputes and Deemed Consent.</i>	33
8.3. <i>Payments Related to Assumption of Contracts and Leases.</i>	33
8.4. <i>Rejection.</i>	34
8.5. <i>Survival of the Debtors' Indemnification Obligations.</i>	34
8.6. <i>Compensation and Benefit Plans.</i>	34
8.7. <i>Insurance Policies.</i>	35
8.8. <i>Intellectual Property Licenses and Agreements.</i>	35
8.9. <i>Reservation of Rights.</i>	35
Section 9. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE.	35
9.1. <i>Conditions Precedent to Confirmation.</i>	35
9.2. <i>Conditions Precedent to the Effective Date.</i>	36
9.3. <i>Waiver of Conditions Precedent.</i>	37
9.4. <i>Effect of Non-Occurrence of Effective Date.</i>	37
Section 10. EFFECT OF CONFIRMATION.	37
10.1. <i>Subordinated Claims.</i>	37
10.2. <i>Vesting of Assets.</i>	37
10.3. <i>Discharge of Claims and Termination of Interests.</i>	38
10.4. <i>Term of Injunctions or Stays.</i>	38
10.5. <i>Injunction Against Interference with Plan.</i>	38
10.6. <i>Releases by the Debtors.</i>	38
10.7. <i>Releases By Holders of Claims and Interests.</i>	39
10.8. <i>Exculpation.</i>	40
10.9. <i>Retention of Causes of Action/Reservation of Rights.</i>	40

Table of Contents

	<u>Page</u>
10.10. <i>Solicitation of the Plan.</i>	41
10.11. <i>Plan Supplement.</i>	41
10.12. <i>Corporate and Limited Liability Company Action.</i>	41 42
Section 11. RETENTION OF JURISDICTION.....	42
Section 12. MISCELLANEOUS PROVISIONS.....	44
12.1. <i>Payment of Statutory Fees.</i>	44
12.2. <i>Substantial Consummation.</i>	44
12.3. <i>Dissolution of Creditors Committee.</i>	44
12.4. <i>Request for Expedited Determination of Taxes.</i>	44
12.5. <i>Amendments.</i>	44
12.6. <i>Revocation or Withdrawal of the Plan.</i>	44 45
12.7. <i>Severability of Plan Provisions upon Confirmation.</i>	45
12.8. <i>Governing Law.</i>	45
12.9. <i>Time.</i>	45
12.10. <i>Immediate Binding Effect.</i>	45 46
12.11. <i>Successor and Assigns.</i>	45 46
12.12. <i>Entire Agreement.</i>	46
12.13. <i>Notices.</i>	46
Exhibit A Accommodation Agreements (without exhibits)	
Exhibit B Restructuring Support Agreement (without exhibits)	

Each of Automotive Properties of New York, LLC, Chassix Holdings, Inc., UC Holdings, Inc., Chassix, Inc., Diversified Machine, Inc., Diversified Machine Bristol, LLC, Chassix Georgia Machining, LLC, DMI Columbus, LLC, Diversified Machine Montague, LLC, Diversified Machine, Milwaukee LLC, DMI Edon LLC, Mexico Products I, LLC, DMI China Holding LLC, Concord International, Inc., SMW Automotive, LLC, Automotive, LLC, Chassis Co. of Michigan, LLC, and AluTech, LLC (collectively, the “*Debtors*”) propose the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.A.

SECTION 1. DEFINITIONS AND INTERPRETATION.

A. Definitions.

1.1. *Accommodation Agreements* means (a) that certain accommodation agreement, dated as of March 11, 2015, between and among the Debtors, General Motors LLC, Ford Motor Company, FCA US LLC f/k/a Chrysler Group LLC, Nissan North America, Inc., the DIP ABL Agent, and the DIP Term Agent, and (b) that certain accommodation agreement (together with any exhibits or schedules thereto) between and among the Debtors, BMW Manufacturing Co., LLC, the DIP ABL Agent, and the DIP Term Agent, annexed hereto as **Exhibit “A”** and approved on a final basis by order of the Bankruptcy Court dated April 10, 2015 (ECF No. 255).

1.2. *Additional Trade Claim Distribution* means \$4,000,000, in Cash, which shall be distributed on a Pro Rata basis to holders of Allowed General Unsecured Trade Claims that agree to extend Customary Trade Terms to the Debtors (or the Reorganized Debtors, as applicable), pursuant to Section 4.5 below. For the avoidance of doubt, the foregoing monies shall be reserved by the Debtors, or the Reorganized Debtors, as the case may be, but shall not be held in a segregated account.

1.3. *Administrative Agent* means BMO Harris Bank N.A., in its capacity as administrative agent under the Prepetition Revolving ABL Facility.

1.4. *Administrative Claim* means any Claim for costs and expenses of administration during the Chapter 11 Cases pursuant to sections 328, 330, 363, 364(c)(1), 365, 503(b) or 507(a)(2) of the Bankruptcy Code, including, (a) the actual and necessary costs and expenses incurred after the Commencement Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for good and other services and leased premises); (b) Fee Claims; (c) DIP Claims; (d) Restructuring Expenses; and (e) all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code; provided that, notwithstanding anything herein to the contrary, Fee Claims and DIP Claim shall be treated as provided, respectively, in Sections 2.2 and 2.4 below.

1.5. *Allowed* means:

(a) With respect to any Claim or Interest, proof of which was filed within the applicable period of limitation fixed in accordance with Bankruptcy Rule 3003(c)(3) by the Bankruptcy Court, (i) as to which no objection to allowance has been interposed in accordance with Section 7.2 hereof, such Claim to the extent asserted in such proof of Claim, (ii) as to which an

objection has been interposed, such Claim or Interest to the extent that it has been allowed in whole or in part by a Final Order, or (iii) any Claim or Interest expressly allowed hereunder.

(b) With respect to any Claim as to which no proof of claim was filed within the applicable period of limitation fixed in accordance with Bankruptcy Rule 3003(c)(3) by the Bankruptcy Court, such Claim to the extent that it has been listed in the Schedules as liquidated in amount and not disputed or contingent.

(c) Notwithstanding the foregoing, the Reorganized Debtors shall retain all claims and defenses to any Allowed Claims that are Reinstated or Unimpaired pursuant to the Plan.

1.6. **Allowed Amount** means the lesser of (a) the dollar amount of an Allowed Claim or (b) the estimated amount of such Allowed Claim. Unless otherwise specified herein or by Final Order, the Allowed Amount of an Allowed Claim shall not include interest accruing on such Allowed Claim from and after the Commencement Date.

1.7. **Amended Organizational Documents** means the forms of certificate of incorporation, certificate of formation, limited liability company agreement, or other forms of organizational documents and bylaws for the Reorganized Debtors in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. To the extent such Amended Organizational Documents reflect material changes to the Debtors' existing forms of organization documents and bylaws, substantially final forms of such Amended Organizational Documents will be included in the Plan Supplement.

1.8. **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

1.9. **Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of New York, Manhattan Division, having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

1.10. **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any Local Rules of the Bankruptcy Court.

1.11. **Benefit Plans** means all benefit plans, policies, and programs sponsored by the Debtors, including all savings plans and health and welfare plans.

1.12. **Bristol Facility** means the Debtors' manufacturing facility located at 51650 County Road 133, Bristol, Indiana, 46507.

1.13. **Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.14. **Cash** means legal tender of the United States of America.

1.15. **Causes of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedies, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Commencement Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims.

1.16. **Chapter 11 Cases** means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on March 12, 2015, in the Bankruptcy Court and styled *In re Chassix Holdings, Inc., et. al.*, Case No. 15-10578 (MEW).

1.17. **Chassix** means Chassix, Inc.

1.18. **Chassix Holdings** means Chassix Holdings, Inc.

1.19. **Claim** means “claim,” as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

1.20. **Class** means any group of Claims or Interests classified by the Plan pursuant to section 1122(a) of the Bankruptcy Code.

1.21. **Collateral Agent** means U.S. Bank, National Association, in its capacity as collateral agent under the Secured Notes Indenture and the related Security Agreement.

1.22. **Commencement Date** means the date on which each of the Debtors filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

1.23. **Commencement Date Plan** means the joint chapter 11 plan of reorganization, including the exhibits thereto, filed by the Debtors on the Commencement Date.

1.24. **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

1.25. **Confirmation Hearing** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.26. **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

1.27. **Consenting Noteholders** means the Consenting Secured Noteholders and the Consenting Unsecured Noteholders.

1.28. **Consenting Secured Noteholders** means the beneficial holders, or investment advisors or managers for the account of beneficial holders, of Secured Notes party to the Restructuring Support Agreement.

1.29. **Consenting Unsecured Noteholders** means the beneficial holders, or investment advisors or managers for the account of beneficial holders, of Unsecured Notes party to the Restructuring Support Agreement.

1.30. **Consummation** means the occurrence of the Effective Date.

1.31. **Creditors Committee** means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

1.32. **Cure** means the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

1.33. **Customary Trade Terms** means industry trade terms and/or the existing contractual terms between the Debtors and the relevant holder of a General Unsecured Trade Claim including rebates and discounts, which shall in no event be worse than the most favorable terms in effect within two (2) years before the Commencement Date or such other trade terms as agreed to by the Debtors, with the consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld), or the Reorganized Debtors, as applicable.

1.34. **Debtors** means Automotive Properties of New York, LLC, Chassis Holdings, UC Holdings, Chassis, Diversified Machine, Inc., Diversified Machine Bristol, LLC, Chassis Georgia Machining, LLC, DMI Columbus, LLC, Diversified Machine Montague, LLC, Diversified Machine, Milwaukee LLC, DMI Edon LLC, Mexico Products I, LLC, DMI China Holding LLC, Concord International, Inc., SMW Automotive, LLC, Automotive, LLC, Chassis Co. of Michigan, LLC, and AluTech, LLC.

1.35. **Debtors in Possession** means the Debtors in their capacity as debtors in possession pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

1.36. **Definitive Documents** means the documents (including any related orders, agreements, instruments, schedules or exhibits) that are contemplated herein and that are otherwise necessary or desirable to implement, or otherwise relate to the restructuring contemplated in the Restructuring Support Agreement, the Plan (including the Plan Supplement), any motion seeking the approval thereof, the Confirmation Order, and definitive documentation relating to the DIP Facilities, the use of cash collateral and the Exit Facilities, Amended Organizational Documents, the Accommodation Agreements, advisory or management services agreements, the Management Incentive Plan, the New Warrant Agreement, the Shareholders Agreement and any other shareholder and member related agreements or other related documents, each of which shall contain terms and conditions consistent in all material respects with the Plan and shall otherwise be reasonably acceptable

in all respects to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

1.37. **DIP ABL Agent** means PNC Bank, National Association, in its capacity as administrative agent and collateral agent for the Revolving DIP Lenders under the Revolving DIP Credit Facility, or its permitted successor and assignee.

1.38. **DIP Agents** means the DIP ABL Agent and the DIP Term Agent.

1.39. **DIP Claim** means a Claim of the DIP Lenders or the DIP Agents arising under the DIP Facilities and the Interim DIP Order and/or Final Order.

1.40. **DIP Facilities** means the Revolving DIP Credit Facility and the DIP Term Facility.

1.41. **DIP Lenders** means the DIP Term Lenders and the Revolving DIP Lenders.

1.42. **DIP Term Agent** means Cantor Fitzgerald Securities, in its capacity as administrative agent and collateral agent for the DIP Term Lenders under the DIP Term Facility, or its permitted successor and assignee.

1.43. **DIP Term Facility** means the senior secured non-amortizing term loan credit facility provided by the DIP Term Lenders in an aggregate principal amount of \$100 million made pursuant to that certain Superpriority Secured Debtor-in-Possession Term Loan, Security and Guaranty Agreement, by and among Chassix, the other borrowers and guarantors party thereto, the DIP Term Agent, the DIP Term Lenders and other parties thereto.

1.44. **DIP Term Lenders** means those certain Consenting Secured Noteholders who are lenders under the DIP Term Facility.

1.45. **Disbursing Agent** means any entity (including any applicable Debtor if it acts in such capacity) in its capacity as a disbursing agent under Section 6.4 hereof.

1.46. **Disclosure Statement** means the Disclosure Statement for the Plan, in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, which is prepared and distributed in accordance with sections 1125, 1126(b) and/or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018 and/or other applicable law.

1.47. **Disclosure Statement Order** means an order entered by the Bankruptcy Court finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code and otherwise in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

1.48. **Disputed Claim** means (a) any Claim against any Debtor, proof of which was timely and properly filed, which is disputed under the Plan or as to which the Debtors have interposed a timely objection and/or request for estimation, which objection and/or request has not been withdrawn or determined by a Final Order or (b) any Claim against any Debtor proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely

or properly filed. To the extent only the Allowed Amount of a Claim is in dispute, such Claim shall be deemed Allowed in the amount the Debtors admit to owing, if any, and disputed as to the excess.

1.49. ***Distribution Date*** means a date or dates, including the Initial Distribution Date, as determined by the Disbursing Agent in accordance with the terms of the Plan, on which the Disbursing Agent makes a distribution to holders of Allowed Claims.

1.50. ***Distribution Record Date*** means, except with respect to public securities, the Effective Date.

1.51. ***Effective Date*** means the date on or after the Confirmation Date, but not later than July 31, 2015, on which all conditions to the effectiveness of the Plan set forth in Section 9 hereof have been satisfied or waived in accordance with the terms of the Plan.

1.52. ***Estate or Estates*** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

1.53. ***Exculpated Parties*** means collectively: (a) the Debtors; (b) the Creditors Committee; (c) the Administrative Agent; (d) the Collateral Agent; (e) the other Secured Parties under and as defined in the Security Agreement; (f) the DIP Lenders; (g) the DIP Agents; (h) the Consenting Secured Noteholders; (i) the Consenting Unsecured Noteholders; (j) the arrangers under each of the DIP Facilities and the Exit Facilities; (k) the administrative agents, collateral agents, and lenders under the Exit Facilities; (l) the OEM Customers; (m) Platinum Equity; (n) the Prepetition Revolving ABL Lenders, (o) the Unsecured Note Indenture Trustee, (p) the Secured Note Indenture Trustee and (q) with respect to each of the foregoing entities in clauses (a) through (p), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current and former officers and directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants and nominees, in each case in their capacity as such.

1.54. ***Existing Chassix Holdings Equity Interests*** means all Interests in Chassix Holdings immediately prior to the Commencement Date, including all equity, warrants, common stock, and preferred stock.

1.55. ***Existing UC Holdings Equity Interests*** means all Interests in UC Holdings immediately prior to the Commencement Date, including all equity, warrants, common stock, and preferred stock.

1.56. ***Exit Facilities*** means the Revolving Exit Facility and the Exit Term Loan.

1.57. ***Exit Term Loan*** means that certain senior secured exit term loan in a principal amount of \$150,000,000, on terms acceptable to the Debtors and the Required Consenting Noteholders. Not less than \$50,000,000 of the Exit Term Loan will be in the form of a new money investment to be made upon the Effective Date.

1.58. ***Fee Claim*** means a Claim for professional services rendered or costs incurred on or after the Commencement Date through the Confirmation Date by professional persons retained by the Debtors or the Creditors Committee pursuant to sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

1.59. **Final DIP Order** means the final order of the Bankruptcy Court authorizing, among other things, the Debtors to enter into and make borrowings under the DIP Facilities, and granting certain rights, protections, and liens to and for the benefit of the DIP Lenders dated April 10, 2015 (ECF No. 252).

1.60. **Final Order** means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the Clerk of such court, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired; provided that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

1.61. **General Unsecured Claim** means any unsecured Claim, other than an Intercompany Claim and an Unsecured Note Claim, that is not entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court, including without limitation, any General Unsecured Trade Claim and any Other General Unsecured Claim.

1.62. **General Unsecured Claim Distribution** means \$2,000,000, in Cash, which, in accordance with Section 4.6 below, shall be distributed on a Pro Rata basis to holders of Allowed Other General Unsecured Claims; provided that, in accordance with Section 4.6, the foregoing distribution shall only be made to a holder of an Allowed Other General Unsecured Claim if such holder's sub-class has voted to accept the Plan. For the avoidance of doubt, the foregoing monies shall be reserved by the Debtors, or the Reorganized Debtors, as the case may be, but shall not be held in a segregated account.

1.63. **General Unsecured Trade Claim** means any General Unsecured Claim against any Debtor held by a trade creditor that the Debtors will have an ongoing business relationship with after the Effective Date.

1.64. **Global Settlement** means that certain settlement incorporated into the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, among the Debtors, the Consenting Noteholders, and Platinum Equity whereby (i) the Unsecured Noteholders shall receive their Pro Rata share of the Unsecured Noteholder Common Stock Distribution and the New Warrants pursuant to Sections 4.4 and 5.2 below and (ii) Platinum Equity and the Released Parties related thereto shall receive releases pursuant to Sections 5.2, 10.6 and 10.7 below.

1.65. **Impaired** means, with respect to a Claim, Interest or Class of Claims or Interests, "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

1.66. **Initial Distribution** means the first distribution that the Disbursing Agent makes to holders of Allowed Claims.

1.67. **Initial Distribution Date** means the date occurring on or as soon as reasonably practicable after the Effective Date on which the Disbursing Agent makes the Initial Distribution to holders of Allowed Claims.

1.68. **Intercompany Claim** means any Claim against a Debtor held by another Debtor.

1.69. **Intercompany Interests** means an Interest in a Debtor (other than Chassix Holdings or UC Holdings) held by another Debtor or an affiliate of a Debtor.

1.70. **Intercreditor Agreement** means that certain intercreditor agreement, between and among the lenders under the Revolving Exit Facility and the Exit Term Loan, to be included in draft form in the Plan Supplement.

1.71. **Interests** means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all common stock, preferred stock or other instruments evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interests in a Debtor that existed immediately before the Effective Date.

1.72. **Interim DIP Order** means the interim order of the Bankruptcy Court authorizing, among other things, the Debtors to enter into and make borrowings under the DIP Facilities, and granting certain rights, protections and liens to and for the benefit of the DIP Lenders dated March 13, 2015 (ECF No. 67).

1.73. **Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.74. **Management Incentive Plan** means a post-emergence management incentive plan, to be included in draft form in the Plan Supplement, which shall be in form and substance reasonably satisfactory to the Debtors and the Required Consenting Noteholders, to be implemented by the Reorganized Debtors on the Effective Date, which shall provide for grants of options and/or restricted units/equity reserved for management, directors and employees in an amount of New Common Stock representing 5-10% of the New Common Stock (subject to dilution by the exercise of the New Warrants, to the extent applicable) which shall be sufficient to properly incentivize the senior management team of the Reorganized Debtors.

1.75. **New Board** means the initial board of directors of Reorganized UC Holdings.

1.76. **New Common Stock** means the shares of common stock, par value \$.001 per share, in Reorganized UC Holdings that shall be issued on the Effective Date.

1.77. **New Warrants** mean warrants to purchase 5% of the New Common Stock, subject to dilution by the Management Incentive Plan, with a strike price equal to the Reorganized Debtors' total implied equity value being the face amount of the Secured Notes, plus accrued interest and expenses as of the Commencement Date, as more fully set forth in the New Warrant Agreement, which shall be distributed in accordance with Section 4.4 below.

1.78. **New Warrant Agreement** means the warrant agreement that will govern the terms of the New Warrants, the form of which shall be included in the Plan Supplement, and which

will be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders.

1.79. ***OEM Customers*** means, collectively, General Motors LLC, Ford Motor Company, FCA US LLC f/k/a Chrysler Group LLC, Nissan North America, Inc., BMW Manufacturing Co., LLC and any other customer of the Debtors party to the Accommodation Agreements.

1.80. ***Other General Unsecured Claim*** means any unsecured Claim against any Debtor (other than an Intercompany Claim or a General Unsecured Trade Claim) that is not entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court.

1.81. ***Other Priority Claim*** means any Claim against any of the Debtors other than an Administrative Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.82. ***Other Secured Claim*** means a Secured Claim against any of the Debtors, other than an Administrative Claim, a Priority Tax Claim, a Prepetition Revolving ABL Facility Claim, or a Secured Note Claim.

1.83. ***Person*** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code) or other entity.

1.84. ***Plan*** means this joint chapter 11 plan of reorganization, including the exhibits hereto, as the same may be amended or modified from time to time in accordance with Section 12.5 herein.

1.85. ***Plan Supplement*** means a supplemental appendix to the Plan, in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, containing, among other things, substantially final forms of the Amended Organizational Documents (to the extent such Amended Organizational Documents reflect material changes from the Debtors' existing organizational documents and bylaws), the Schedule of Assumed Contracts, the Schedule of Rejected Contracts, the Exit Term Loan, the Revolving Exit Facility, the Management Incentive Plan, the Shareholders Agreement, the New Warrant Agreement, and to the extent known, with respect to the members of the New Board, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; provided that through the Effective Date, the Debtors shall have the right to amend documents contained in, and exhibits to, the Plan Supplement with the consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. The Plan Supplement shall be filed with the Bankruptcy Court no later than the Plan Supplement Filing Date.

1.86. ***Plan Supplement Filing Date*** means five business days before the voting deadline established in these cases.

1.87. ***Platinum Consent Right*** means Platinum Equity's right to consent to or approve any documents, actions, or agreements, as applicable, solely to the extent such documents, actions, or agreements alter in any material way any of the rights or benefits proposed to be granted to

or received by Platinum Equity or any Released Parties related thereto, or any obligation Platinum Equity (or any Released Party related thereto) may have, pursuant to the Commencement Date Plan.

1.88. **Platinum Equity** means, collectively, Platinum Equity, LLC, Platinum Equity Advisors, LLC, Platinum Dharma Principals, LLC, Platinum Equity Capital Dharma Partners-PF, L.P., Platinum Equity Capital Dharma Partners, L.P., Platinum Equity Capital Dharma Partners-A, L.P., Platinum Equity Capital Partners III, L.P., Platinum Equity Capital Partners-A III, L.P., Platinum Equity Capital Partners-B III, L.P., Platinum Equity Capital Partners-C III, L.P., Dharma Holding Corporation, Triomphe Intermediate Holding Corporation, and such entities' direct and indirect subsidiaries and affiliates except the Debtors and the Debtors' direct and indirect subsidiaries.

1.89. **Prepetition Credit Agreement** means that certain Amended and Restated Loan, Security and Guaranty Agreement dated as of July 23, 2013, as amended, supplemented or otherwise modified from time to time, by and among Chassix, the other borrowers and guarantors party thereto, the Administrative Agent, the Prepetition Revolving ABL Lenders and other parties thereto.

1.90. **Prepetition Intercreditor Agreement** means that certain Intercreditor Agreement, dated as of July 23, 2013, by and between BMO Harris Bank N.A., as ABL collateral agent, and U.S. Bank National Association, as notes collateral agent.

1.91. **Prepetition Revolving ABL Facility** means that certain \$150 million senior secured asset based revolving credit facility pursuant to the Prepetition Credit Agreement.

1.92. **Prepetition Revolving ABL Facility Claim** means any Claim relating to or arising under the Prepetition Revolving ABL Facility which shall be repaid in full in Cash with proceeds from the DIP Facilities in connection with entry of the Interim DIP Order.

1.93. **Prepetition Revolving ABL Lenders** means the lenders from time to time party to the Prepetition Credit Agreement.

1.94. **Priority Tax Claim** means any secured or unsecured Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

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

1.96. **Reinstate, Reinstated or Reinstatement** means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim entitles the holder of such Claim so as to leave such Claim Unimpaired or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default, (a) curing any such default that occurred before or after the Commencement Date, other than a default of the kind specified in section 365(b)(2) of the Bankruptcy Code; (b) reinstating the maturity of such Claim as such maturity existed before such default; (c) compensating the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable or contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants,

covenants or restrictions on merger or consolidation and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement and shall be deemed cured on the Effective Date.

1.97. **Released Parties** means collectively and in each case in their capacity as such: (a) the Debtors; (b) the Creditors Committee; (c) the Administrative Agent; (d) the Collateral Agent; (e) the other Secured Parties under and as defined in the Security Agreement; (f) the DIP Lenders; (g) the DIP Agents; (h) the Consenting Secured Noteholders; (i) the Consenting Unsecured Noteholders; (j) the arrangers under each of the DIP Facilities and the Exit Facilities; (k) the administrative agents, collateral agents, and lenders under the Exit ~~Financing~~Facilities; (l) the OEM Customers; (m) Platinum Equity; (n) the Prepetition Revolving ABL Lenders; (o) the Unsecured Note Indenture Trustee; (p) the Secured Note Indenture Trustee; and (q) with respect to each of the foregoing entities in clauses (a) through (p), such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current and former officers and directors, principals, shareholders, members, partners, employees, subcontractors, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants and nominees.

1.98. **Reorganized Chassix** means Chassix, as reorganized on the Effective Date in accordance with the Plan.

1.99. **Reorganized Debtors** means the Debtors, as reorganized on the Effective Date in accordance with the Plan.

1.100. **Reorganized UC Holdings** means UC Holdings, as reorganized on the Effective Date in accordance with the Plan.

1.101. **Required Consenting Noteholders** means the Required Consenting Secured Noteholders and the Required Consenting Unsecured Noteholders.

1.102. **Required Consenting Secured Noteholders** means the Consenting Secured Noteholders holding at least 51% of the Secured Notes that are subject to the terms of the Restructuring Support Agreement.

1.103. **Required Consenting Unsecured Noteholders** means the Consenting Unsecured Noteholders holding at least 51% of the Unsecured Notes that are subject to the terms of the Restructuring Support Agreement.

1.104. **Restructuring** means the proposed financial restructuring the principal terms of which are set forth herein.

1.105. **Restructuring Expenses** means the reasonable and documented fees and expenses incurred by each of the Administrative Agent, the Collateral Agent, the Consenting Noteholders, Platinum Equity, the DIP Agents, and the DIP Lenders in connection with the Restructuring, including the fees and expenses of their respective legal and financial advisors (limited to one primary counsel for each of the Prepetition ABL Lender, the DIP Agents, the Consenting Noteholders, and Platinum Equity, one financial advisor for each of Platinum Equity and the Consenting Noteholders and any other professionals that may be retained by the Consenting Noteholders and are reasonably acceptable to the Debtors) without the requirement for the filing of retention applications, fee applications or any other applications in the Chapter 11 Cases, which, in

each case, shall be Allowed in full and shall not be subject to any offset, defense, counterclaim, reduction or credit of any kind whatsoever. The reimbursable fees and expenses of Platinum Equity shall not exceed \$1,250,000.

1.106. ***Restructuring Support Agreement*** means that certain Restructuring Support Agreement, dated March 11, 2015, by and among the Debtors, the Consenting Secured Noteholders, the Consenting Unsecured Noteholders and Platinum Equity (as may be amended, supplemented or modified from time to time in accordance with the terms thereof) annexed hereto as **Exhibit “B.”**

1.107. ***Restructuring Support Parties*** means, collectively, the Debtors, the Required Consenting Noteholders and Platinum Equity.

1.108. ***Restructuring Transactions*** means the transactions set forth in Section 5.16 of the Plan, in the order specified therein.

1.109. ***Revolving DIP Credit Facility*** means that certain senior secured non-amortizing asset-based revolving credit facility in an aggregate principal amount of up to \$150,000,000 entered into pursuant to that certain Superpriority Secured Debtor-in-Possession ABL Loan, Security and Guaranty Agreement, by and among Chassix, the other borrowers and guarantors party thereto, the DIP ABL Agent, and the Revolving DIP Lenders. The Revolving DIP Credit Facility includes sub-facilities for swingline loans in an amount equal to \$10,000,000 and letters of credit in an amount equal to \$15,000,000.

1.110. ***Revolving DIP Lenders*** means the lenders under the Revolving DIP Credit Facility.

1.111. ***Revolving Exit Facility*** means that certain senior secured asset-based revolving exit credit facility with terms and conditions to be negotiated which shall be acceptable to the Debtors and the Required Consenting Noteholders.

1.112. ***Schedule of Assumed Contracts*** means the schedule of contracts and leases to be assumed by the applicable Debtor(s), with the reasonable consent of the Debtors and the Required Consenting Noteholders, to be filed as part of the Plan Supplement.

1.113. ***Schedule of Rejected Contracts*** means the schedule of contracts and leases to be rejected by the applicable Debtor(s), with the reasonable consent of the Debtors and the Required Consenting Noteholders, to be filed as part of the Plan Supplement.

1.114. ***Schedules*** means the schedules of assets and liabilities and the statements of financial affairs filed by each Debtor under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules as such schedules and statements may be supplemented or amended from time to time.

1.115. ***Secured Claim*** means a Claim to the extent (i) secured by property of the estate, the amount of which is equal to or less than the value of such property (A) as set forth in the Plan, (B) as agreed to by the holder of such Claim and the Debtors or (C) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (ii) secured by the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code.

1.116. **Secured Note Claim** means any Claim relating to or arising under the Secured Note Indenture.

1.117. **Secured Noteholder Common Stock Distribution** means shares of New Common Stock representing 97.5% of the New Common Stock (subject to dilution by the Management Incentive Plan and, to the extent applicable, the exercise of the New Warrants) to be distributed in accordance with Section 4.3 below; provided that if (i) the Global Settlement is not approved by a Final Order or (ii) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution shall increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).

1.118. **Secured Noteholders** means the holders of the Secured Notes.

1.119. **Secured Note Indenture** means that certain indenture, dated July 23, 2013, as amended, supplemented or otherwise modified from time to time, among Chassix, as issuer, UC Holdings and certain of its subsidiaries as guarantors thereto, and U.S. Bank National Association, as trustee.

1.120. **Secured Note Indenture Trustee** means U.S. Bank National Association, in its capacity as trustee under the Secured Note Indenture.

1.121. **Secured Note Indenture Trustee Charging Lien** means any Lien or other priority in payment arising prior to the Effective Date to which the Secured Note Indenture Trustee is entitled, pursuant to the Secured Note Indenture.

1.122. **Secured Note Indenture Trustee Fees** means the reasonable, invoiced and documented compensation, fees, expenses, disbursements, and indemnity claims, incurred by the Secured Note Indenture Trustee, whether prior to or after the Commencement Date and whether prior to or after the Effective Date, including, without limitation, attorneys' and agents' fees, expenses, and disbursements, without the requirement for the filing of retention applications, fee applications, or any other applications in the Chapter 11 Cases, which, in each case, shall be Allowed in full and shall not be subject to any offset, defense, counterclaim, reduction, or credit of any kind whatsoever.

1.123. **Secured Notes** means the 9 1/4 % senior secured notes due 2018 of Chassix issued pursuant to the Secured Note Indenture, plus accrued and unpaid interest as of the Commencement Date and any other amounts and obligations payable under the Secured Note Indenture and owed as of the Commencement Date.

1.124. **Security** means any Security, as such term is defined in section 101(49) of the Bankruptcy Code.

1.125. **Security Agreement** means that certain Security Agreement, dated as of July 23, 2013, by Chassix, and the guarantors thereunder, as pledgors, assignors and debtors, and U.S. Bank National Association, in its capacity as collateral agent, pledgee, assignee and secured party for the benefit of the Secured Noteholders under the Secured Note Indenture, and each other Authorized Representative (as defined in the Security Agreement) party thereto.

1.126. **Shareholders Agreement** means that certain Shareholders Agreement to be included in draft form in the Plan Supplement, which shall be consistent with the requirements

contained in the Plan and the Restructuring Support Agreement and otherwise be in a form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders.

1.127. ***Subordinated Securities Claim*** means a Claim subject to subordination under section 510(b) of the Bankruptcy Code, and any Claim for or that arises from the rescission of a purchase, sale, issuance or offer of a Security of any of the Debtors, or for damages arising from the purchase of sale of such a Security, or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

1.128. ***Subsidiary Reorganized Debtors*** means all of the Reorganized Debtors other than Reorganized UC Holdings (and, for the avoidance of doubt, other than Chassix Holdings).

1.129. ***Tax Code*** means the Internal Revenue Code of 1986, as amended from time to time.

1.130. ***Trade Claim Distribution*** means \$1,000,000, in Cash, which shall be distributed on a Pro Rata basis to holders of Allowed General Unsecured Trade Claims pursuant to Section 4.5 below. For the avoidance of doubt, the foregoing monies shall be reserved by the Debtors, or the Reorganized Debtors, as the case may be, but shall not be held in a segregated account.

1.131. ***UC Holdings*** means UC Holdings, Inc.

1.132. ***Unimpaired*** means, with respect to a Claim, Interest or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

1.133. ***Unsecured Note Claim*** means any General Unsecured Claim, derived from, based upon, relating to or arising from the Unsecured Note Indenture.

1.134. ***Unsecured Note Indenture Trustee Charging Lien*** means any Lien or other priority in payment arising prior to the Effective Date to which the Unsecured Note Indenture Trustee is entitled, pursuant to the Unsecured Note Indenture.

1.135. ***Unsecured Note Indenture Trustee Fees*** means the reasonable, invoiced and documented compensation, fees, expenses, disbursements, and indemnity claims, incurred by the Unsecured Note Indenture Trustee ~~in an aggregate amount not to exceed \$75,000~~, whether prior to or after the Commencement Date and whether prior to or after the Effective Date, including, without limitation, attorneys’ and agents’ fees, expenses, and disbursements, without the requirement for the filing of retention applications, fee applications, or any other applications in the Chapter 11 Cases, which, in each case, shall be Allowed in full and shall not be subject to any offset, defense, counterclaim, reduction, or credit of any kind whatsoever.

1.136. ***Unsecured Noteholder Common Stock Distribution*** means shares of New Common Stock representing 2.5% of the New Common Stock (subject to dilution by the Management Incentive Plan and, to the extent applicable, the exercise of the New Warrants) to be distributed in accordance with, and subject to the conditions set forth in, Section 4.4 below.

1.137. ***Unsecured Noteholders*** means the holders of the Unsecured Notes.

1.138. ***Unsecured Note Indenture*** means that certain indenture, dated December 13, 2013, as amended, supplemented or otherwise modified from time to time, between Chassix Holdings, as issuer, and Delaware Trust Company, as successor trustee.

1.139. ***Unsecured Note Indenture Trustee*** means Delaware Trust Company, in its capacity as trustee under the Unsecured Note Indenture.

1.140. ***Unsecured Notes*** means the 10% / 10 3/4% senior unsecured PIK toggle notes due 2018 of Chassix Holdings issued pursuant to the Unsecured Note Indenture.

1.141. ***Voting Record Date*** means 5:00 p.m. Eastern Time on the first day of the hearing to approve the Disclosure Statement.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained therein. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, all references herein to “Sections” are references to Sections hereof or hereto; (4) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (5) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Reference to Monetary Figures

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

D. Controlling Document

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document). The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; provided that if there is determined to be any inconsistency between any Plan provision and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of the Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

SECTION 2. ADMINISTRATIVE AND PRIORITY CLAIMS.

2.1. *Administrative Claims.*

Except to the extent that a holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors agree to different treatment, the Debtors (or the Reorganized Debtors, as the case may be) shall pay to each holder of an Allowed Administrative Claim Cash in an amount equal to such Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Claim becomes an Allowed Claim; provided that Allowed Administrative Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors In Possession, or liabilities arising under loans or advances to or other obligations incurred by the Debtors, as Debtors In Possession, whether or not incurred in the ordinary course of business, shall be paid by the Debtors or the Reorganized Debtors, as the case may be, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

2.2. *Fee Claims.*

All entities seeking an award by the Bankruptcy Court of Fee Claims (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred not later than the date that is forty-five (45) days after the Effective Date, (b) shall be paid in full, in Cash, the Allowed Amount of their respective Allowed Fee Claims (i) upon the later of (A) the Effective Date and (B) the date on which the order Allowing such Fee Claim is entered or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtors or, on and after the Effective Date, the Reorganized Debtors. The Reorganized Debtors are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval, including those of the Creditors Committee to the extent the Creditors Committee is still in existence.

2.3. *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Debtors or the Reorganized Debtors, (a) Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of the Effective Date, the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Claim, and the date such Allowed Priority Tax Claim is due and payable in the ordinary course, or (b) equal annual Cash payments (commencing on the later of the Effective Date, the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and the date such Allowed Priority Tax Claim is due and payable in the ordinary course) in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years after the Commencement Date; provided that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option.

2.4. *DIP Claims.*

On the Effective Date, the Revolving DIP Facility will either be converted into the Revolving Exit Facility ([if consented to by the DIP ABL Agent and the Revolving DIP Lenders](#)) or

paid in full, in Cash, using the proceeds of the Revolving Exit Facility, together with cancellation, cash collateralization, posting of backstop letters of credit or such other provision for outstanding letters of credit under the Revolving DIP Facility as is otherwise reasonably acceptable to the DIP ABL Agent.

On the Effective Date, the DIP Term Loan will either be converted into the Exit Term Loan or paid in full, in Cash, using the proceeds of the Exit Term Loan.

2.5. *Prepetition Revolving ABL Facility Claims.*

All obligations and claims in respect of or arising under the Prepetition ABL Credit Agreement, including the cash collateralization and letters of credit outstanding thereunder as of the Effective Date, shall be paid in full, in Cash, by the Debtors using the proceeds of the Revolving DIP Credit Facility and the DIP Term Facility on the date the Interim DIP Order is entered by the Bankruptcy Court.

SECTION 3. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1. *Summary of Classification*

The following table designates the Classes of Claims against and Interests in each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code and (c) deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Fee Claims, Priority Tax Claims, and DIP Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in this Section 3. The classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have holders of Claims or Interests in a particular Class or Classes; such Classes shall be treated as set forth in Section 3.3.

Class	Designation	Treatment	Entitled to Vote
1	Other Priority Claims	Unimpaired	No (presumed to accept)
2	Other Secured Claims	Unimpaired	No (presumed to accept)
3	Secured Note Claims	Impaired	Yes
4	Unsecured Note Claims	Impaired	Yes
5	General Unsecured Trade Claims	Impaired	Yes
6	Other General Unsecured Claims	Impaired	Yes
7	Intercompany Claims	Unimpaired	No (presumed to accept)
8	Intercompany Interests	Unimpaired	No (presumed to accept)
9	Subordinated Securities Claims	Impaired	No (deemed to reject)
10	Existing Chassix Holdings Equity Interests	Impaired	No (deemed to reject)

3.2. ***Special Provision Governing Unimpaired Claims.***

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.3. ***Elimination of Vacant Classes.***

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

SECTION 4. TREATMENT OF CLAIMS AND INTERESTS.

4.1. ***Other Priority Claims (Class 1).***

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

(b) *Treatment:* Except to the extent that a holder of an Allowed Other Priority Claim has agreed to less favorable treatment of such Claim, each such holder shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Claim, in each case, or as soon as reasonably practical thereafter.

(c) *Voting:* Class 1 is Unimpaired, and the holders of Class 1 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Plan.

4.2. ***Other Secured Claims (Class 2).***

(a) *Classification:* Class 2 consists of Allowed Other Secured Claims. To the extent that Allowed Other Secured Claims are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 2.

(b) *Treatment:* Except to the extent that a holder of an Allowed Other Secured Claim has agreed to less favorable treatment of such Claim, each holder of an Allowed Other Secured Claim shall receive (i) payment in full in Cash on the Effective Date or as soon thereafter as practicable, (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code, or (iii) such other treatment as is necessary to satisfy section 1129 of the Bankruptcy Code.

(c) *Voting:* Class 2 is Unimpaired, and the holders of Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

4.3. ***Secured Note Claims (Class 3)***

(a) *Classification:* Class 3 consists of Allowed Secured Note Claims.

(b) *Allowance:* The Allowed Secured Note Claims are Allowed in the amount of \$396,192,637.24 (including accrued and unpaid interest as of the Commencement Date), plus any other amounts and obligations payable under the Secured Note Indenture as of the Commencement Date, and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any person or entity.

(c) *Treatment:* Pursuant to the Global Settlement set forth in Section 5.2, and subject to, and in accordance with, Section 5.16 below, on the Effective Date, each holder of an Allowed Secured Note Claim shall be entitled to receive, in full and final satisfaction of such Allowed Secured Note Claim, its Pro Rata share of the Secured Noteholder Common Stock Distribution; provided that if (i) the Global Settlement is not approved by a Final Order or (ii) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution shall increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).

(d) *Voting:* Class 3 is Impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the Plan.

4.4. ***Unsecured Note Claims (Class 4).***

(a) *Classification:* Class 4 consists of Allowed Unsecured Note Claims.

(b) *Allowance:* The Allowed Unsecured Note Claims are Allowed in the amount of \$161,097,076.61, plus accrued but unpaid interest through the Commencement Date and any other amounts and obligations payable under the Unsecured Note Indenture as of the Commencement Date, and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any person or entity.

(c) *Treatment:* Pursuant to the Global Settlement set forth in Section 5.2 and subject to, and in accordance with, Section 5.16 below, on the Effective Date, each holder of an Allowed Unsecured Note Claim shall be entitled to receive, in full and final satisfaction of such Allowed Unsecured Note Claim, its Pro Rata share of (i) the Unsecured Noteholder Common Stock Distribution and (ii) the New Warrants; provided that holders of Allowed Unsecured Note Claims shall receive the foregoing Pro Rata distributions if the Global Settlement is approved or the following conditions occur:

- (i) the holders of Allowed Class 4 Unsecured Note Claims vote to accept the Plan; and
- (ii) each sub-class of Class 5 General Unsecured Trade Claims and Class 6 Other General Unsecured Claims votes to accept the Plan.

In the event the Bankruptcy Court determines that the Global Settlement cannot be approved and each of the foregoing conditions has not been satisfied, holders of Allowed Unsecured Note Claims shall not receive or retain any property under the Plan.

(d) *Voting:* Class 4 is Impaired, and holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

4.5. ***General Unsecured Trade Claims (Class 5).***

(a) *Classification:* Class 5 consists of Allowed General Unsecured Trade Claims.

(b) *Treatment:* Except to the extent a holder of an Allowed General Unsecured Trade Claim has agreed to less favorable treatment or has been paid prior to the Effective Date, including pursuant to any Final Order, each holder of an Allowed General Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Distribution, in Cash, in full and final satisfaction of such holder's Allowed General Unsecured Trade Claim on the following distribution schedule: (i) ten percent (10%) payable on the Effective Date or as soon as practicable thereafter; (ii) forty-five percent (45%) payable one year after the Effective Date; and (iii) forty-five percent (45%) payable two years after the Effective Date; provided that any holder of an Allowed General Unsecured Trade Claim that enters into an agreement with the Debtors (or the Reorganized Debtors, as applicable) to extend Customary Trade Terms shall receive its Pro Rata share of the Trade Claim Distribution and, in addition, its Pro Rata share of the Additional Trade Claim Distribution on the same schedule set forth above in this Section 4.5(b).

(c) *Voting:* Class 5 is Impaired, and holders of Class 5 Claims are entitled to vote to accept or reject the Plan.

4.6. ***Other General Unsecured Claims (Class 6).***

(a) *Classification:* Class 6 consists of Allowed Other General Unsecured Claims.

(b) *Treatment:* Except to the extent a holder of an Allowed Other General Unsecured Claim has agreed to less favorable treatment, on the Effective Date or as soon thereafter as is reasonably practicable, each holder of an Allowed Other General Unsecured Claim shall receive the following treatment:

- (i) for any sub-class of Other General Unsecured Claims that votes to accept the Plan of any individual Debtor, each holder of an Allowed Other General Unsecured Claim in such accepting sub-class shall receive its Pro Rata share of the General Unsecured Claim Distribution; and
- (ii) in the event any sub-class of Other General Unsecured Claims votes to reject the Plan with respect to any individual Debtor, the holders of Allowed Other General Unsecured Claims in such a rejecting sub-class shall not receive or retain any property under the Plan on account of such Claims, including, for the avoidance of doubt, any Pro Rata share of the General Unsecured Claim Distribution. For the avoidance of doubt, to the extent any sub-class of Other General Unsecured Claims votes to reject the Plan and, therefore, is not entitled to receive any portion of the General Unsecured Claim Distribution, such Pro Rata portion attributable to the rejecting sub-class shall be reallocated to the

holders of Other General Unsecured Claims in other sub-classes that have voted to accept the Plan.

(c) *Voting:* Class 6 is Impaired, and holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

4.7. ***Intercompany Claims (Class 7).***

(a) *Classification:* Class 7 consists of Allowed Intercompany Claims.

(b) *Treatment:* On the Effective Date or as soon thereafter as is practicable, the Intercompany Claims may be extinguished or compromised by distribution, contribution or otherwise, or Reinstated, at the discretion of the Debtors or the Reorganized Debtors, as the case may be, on or after the Effective Date; provided that all Intercompany Claims held by Chassix against Diversified Machine, Inc. (whether or not represented by a note) shall be contributed by Chassix to the capital of Diversified Machine, Inc. in accordance with Section 5.16 of the Plan.

(c) *Voting:* Class 7 is Unimpaired, and the holders of Class 7 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

4.8. ***Intercompany Interests (Class 8).***

(a) *Classification:* Class 8 consists of Intercompany Interests.

(b) *Treatment:* The Intercompany Interests will be Unimpaired under the Plan.

(c) *Voting:* Class 8 is Unimpaired, and the holders of Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

4.9. ***Subordinated Securities Claims (Class 9).***

(a) *Classification:* Class 9 consists of Subordinated Securities Claims.

(b) *Treatment:* The holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Claims.

(c) *Voting:* Class 9 is Impaired by the Plan, and the holders of the Subordinated Securities Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the holders of Subordinated Securities Claims are not entitled to vote to accept or reject the Plan.

4.10. ***Existing Chassix Holdings Equity Interests (Class 10)***

(a) *Classification:* Class 10 consists of Existing Chassix Holdings Equity Interests.

(b) *Treatment:* On the Effective Date, all Existing Chassix Holdings Equity Interests, including all equity, warrants, common stock, and preferred stock, shall be cancelled.

(c) Class 10 is Impaired by the Plan, and the holder of Existing Chassix Holdings Equity Interests is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the holder of Existing Chassix Holdings Equity Interests is not entitled to vote to accept or reject the Plan.

SECTION 5. MEANS FOR IMPLEMENTATION.

5.1. *Compromise and Settlement of Claims, Interests, and Controversies.*

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made on account of such Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, Causes of Action, and controversies, including without limitation, approval of the Restructuring Support Agreement, the Global Settlement, and the Accommodation Agreements, as well as a finding by the Bankruptcy Court that such compromise or settlement is within the range of reasonableness, in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair and equitable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, prior to the Effective Date, the Debtors, subject to the reasonable consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, and after the Effective Date, the Reorganized Debtors, may compromise and settle Claims against the Debtors or the Reorganized Debtors, as applicable.

5.2. *Global Settlement*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the substantial contribution and value provided by the Consenting Unsecured Noteholders and Platinum Equity, the Plan incorporates a compromise and settlement of numerous Debtor-creditor and inter-creditor issues, in the form of the Global Settlement, designed to achieve an economic settlement of such issues and potential Claims and Causes of Action against the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the following compromises or settlements that comprise the Global Settlement, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are within the range of reasonableness, in the best interests of the Debtors, their Estates, their creditors, and other parties-in-interests, and are fair and equitable. Each provision of the Global Settlement shall be deemed non-severable from each other and from the remaining terms of the Plan. As set forth in detail herein, the Global Settlement shall be implemented as follows:

(a) *Platinum Equity.* On the Effective Date, in full and complete compromise and settlement of any claim that Platinum Equity may assert against the Debtors, the Reorganized Debtors or the Consenting Noteholders, and in consideration of the substantial contribution provided by Platinum Equity to the Debtors' Chapter 11 Cases in the form of, among other things, Platinum Equity's management, consulting and advisory services leading up to and during the Chapter 11 Cases, its agreement to take, or not take, certain actions that could impact the

tax attributes of the Reorganized Debtors, its assistance in securing favorable pricing and accommodation terms and conditions for the Debtors in connection with the Chapter 11 Cases, and its participation in prepetition negotiations that facilitated a speedy and consensual Restructuring for the Debtors, Platinum Equity and all Released Parties related thereto shall receive a release pursuant to Sections 10.6 and 10.7 below pursuant to the Global Settlement.

(b) *Consenting Unsecured Noteholders.* On the Effective Date, in full and complete compromise and settlement of any claim that the Consenting Unsecured Noteholders may hold against the Debtors, the Reorganized Debtors, Platinum Equity and any Released Parties related thereto, or the Consenting Secured Noteholders, and in consideration of the substantial contribution provided by the Consenting Unsecured Noteholders to the Debtors' Chapter 11 Cases in the form of, among other things, the Consenting Unsecured Noteholders' cooperation in the Debtors' restructuring efforts, the Consenting Unsecured Noteholders' assistance and contribution in prepetition negotiations with the OEM Customers, the contribution by certain of the Consenting Unsecured Noteholders, as DIP Lenders, in the form of the DIP Term Loan, and generally their participation in prepetition negotiations that facilitated a speedy and consensual restructuring for the Debtors, each holder of an Allowed Unsecured Note Claim shall receive its Pro Rata distribution of the Unsecured Noteholder Common Stock Distribution and New Warrants pursuant to the Global Settlement.

5.3. *Actions of Dharma Holding Corporation and Triomphe Intermediate Holding Corporation*

On and after the Effective Date, Platinum Equity agrees to (A) waive or cause to be waived any stock loss in respect of the stock of UC Holdings and Chassix Holdings pursuant to Treasury regulation § 1.1502-36, and any comparable provision of state or local income tax law, to the extent directed by the Reorganized Debtors, (B) not take, or cause to be taken, any other action that would reduce, limit or otherwise adversely affect the U.S. federal income tax attributes of the Reorganized Debtors, except as consistent with past practice, general cash management, or short term prudent investment, and (C) cooperate with the Reorganized Debtors in connection with any group tax return filings, audits and proceedings with respect to taxable years ending on or prior to, or including, the Effective Date (including jointly managing such filings and proceedings, and not compromising any audit or proceeding without the Reorganized Debtors' consent, such consent not to be unreasonably withheld), provided that reasonable expenses incurred by Platinum Equity at the request of the Reorganized Debtors in connection with this clause (C) shall be borne by the Reorganized Debtors.

5.4. *Cancellation of Existing Securities and Agreements.*

Except as expressly provided herein, on the Effective Date, all notes, instruments, certificates evidencing debt of or interests in, the Debtors, including, without limitation, all obligations related to or arising out of the DIP Facilities, the Secured Notes Indenture, the Prepetition Revolving ABL Facility, and the Unsecured Note Indenture shall be cancelled and obligations of the Debtors and the Reorganized Debtors thereunder shall be discharged. As a condition precedent to receiving any distribution on account of its Unsecured Note Claim, each record Unsecured Noteholder shall be deemed to have surrendered its Unsecured Notes or other documentation underlying each Unsecured Note Claim, and all such surrendered Unsecured Notes and other documentation shall be deemed to be cancelled pursuant to this Section, except to the extent otherwise provided herein.

Notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date, the Secured Note Indenture and the Unsecured Note Indenture shall continue in effect solely for purposes of: (a) enabling holders of Allowed Class 3 Secured Note Claims and Allowed Class 4

Unsecured Note Claims to receive distributions under the Plan; (b) allowing the Secured Note Indenture Trustee and Unsecured Note Indenture Trustee to make distributions under the Plan; and (c) preserving the (i) rights of the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee with respect to the Secured Note Indenture Trustee Fees and Unsecured Note Indenture Trustee Fees, respectively, and (ii) the Secured Note Indenture Trustee Charging Lien and Unsecured Note Indenture Trustee Charging Lien, respectively; provided that nothing in this section shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any liability or expense to the Reorganized Debtors. In the event that the Secured Note Indenture Trustee or the Unsecured Note Indenture Trustee ~~exercises~~asserts amounts are owing that are subject to the Secured Note Indenture Trustee Charging Lien or Unsecured Note Indenture Trustee Charging Lien, as applicable, the Debtors, in consultation with the Informal Committee of Noteholders ~~regarding payment of such amounts, shall repay~~ elect to satisfy the Secured Note Indenture Trustee Fees or Unsecured Note Indenture Trustee Fees, as applicable, in cash.

Subsequent to the performance by the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee or its agents of any duties that are required under the Plan and the Confirmation Order, the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee and its agents (i) shall be fully relieved of, and released from, all obligations associated with the Secured Notes and Unsecured Notes, as applicable, arising under the Secured Note Indenture and Unsecured Note Indenture, respectively, or under any other applicable agreements or law and (ii) shall be deemed to be fully discharged.

5.5. ***Corporate Structure.***

On the Effective Date, except as set forth in Section 5.16 below, all Interests, including all equity, common stock, warrants, and preferred stock, in Chassix Holdings shall be cancelled and extinguished and Chassix Holdings shall be dissolved in accordance with Section 5.17 of the Plan. The equity in the Subsidiary Reorganized Debtors shall be restored.

5.6. ***Authorization and Issuance of Plan Securities.***

(a) ***Authorization.*** The Debtors, the Reorganized Debtors, and Reorganized UC Holdings, as applicable, are authorized to issue all plan-related securities and documents, including, without limitation, the New Common Stock and, to the extent applicable, the New Warrants, and any options or entitlements to purchase such plan-related securities, without the need for any further corporate, partnership, or limited liability company action.

(b) ***New Common Stock.*** On the Effective Date, subject to securities, tax and other relevant considerations and Section 5.16, the New Common Stock shall be distributed in accordance with the Plan.

(c) ***New Warrants.*** On the Effective Date, and subject to the satisfaction of the conditions set forth in Section 4.4(c), the New Warrants will be issued pursuant to the terms of the New Warrant Agreement.

(d) ***Shareholders Agreement.*** Any direct or beneficial recipient of the New Common Stock (including New Common Stock issued pursuant to the exercise of New Warrants, if applicable), including all parties to whom such recipients may sell their New Common Stock in the future and all persons who purchase or acquire such equity in future transactions, shall be party to, or

shall be deemed to be bound by, the Shareholders Agreement, the terms of which shall govern Reorganized UC Holdings.

5.7. Section 1145 Exemption.

The issuance and distribution under the Plan of the New Common Stock and the New Warrants, if applicable, shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code or, to the extent the exemption under section 1145(a) of the Bankruptcy Code is not available to any particular recipient, under Section 4(a)(2) and/or Regulation D of the Securities Act of 1933 and/or any other applicable exemptions without further act or action by any Person.

In addition, under section 1145 of the Bankruptcy Code, any Securities issued under the Plan which are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code will be freely tradable by the recipients thereof, subject to (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act of 1933; (2) compliance with any rules and regulations of the Securities and Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (3) the restrictions, if any, on the transferability of such Securities and instruments; and (4) applicable regulatory approval.

5.8. Exit Financing.

(a) *Exit Facilities.* On the Effective Date, the Revolving DIP Facility will be paid in full, in Cash, with the proceeds of, the Revolving Exit Facility with terms and conditions to be negotiated that shall be acceptable to the Debtors and the Required Consenting Noteholders. On the Effective Date, the DIP Term Loan will be converted into, or paid in full, in Cash, with proceeds of, the Exit Term Loan.

(b) *Documentation.* On the Effective Date, documentation evidencing the Revolving Exit Facility and the Exit Term Loan shall be executed and delivered, and the Reorganized Debtors shall be authorized to execute, deliver, and enter into and perform under the Revolving Exit Facility and the Exit Term Loan without the need for any further corporate action or any notice to or order of the Bankruptcy Court and without further action by the holders of Claims or Interests or any other Person.

(c) *Liens/Security Interests.* All Liens and security interests granted pursuant to the Exit Facilities are intended to be, and shall be (i) valid, binding, perfected, enforceable, Liens, and security interests in the personal and real property described in and subject to such documents, with the priorities established in respect thereof under applicable non-bankruptcy law and (ii) not subject to avoidance, recharacterization, or subordination under any applicable law.

5.9. Intercreditor Agreement.

Lien priority and enforcement rights with respect to collateral between and among the lenders under the Revolving Exit Facility and the Exit Term Loan, shall be governed by the Intercreditor Agreement on terms to be negotiated.

5.10. ***Reorganized Debtors.***

(a) ***Amended Organizational Documents.*** The Amended Organizational Documents shall comply with section 1123(a)(6) of the Bankruptcy Code and shall otherwise be in form and substance satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. The Amended Organizational Documents shall provide, among other things, that Reorganized UC Holdings, and each of the Subsidiary Reorganized Debtors are privately held companies.

(b) ***Board of Directors of Reorganized UC Holdings.*** As of the Effective Date, the term of the current members of the board of UC Holdings shall expire without further action by any person. The initial directors of the New Board shall consist of five (5) members selected by the Consenting Noteholders and may include at least one member of the Debtors' executive management team. The members of the New Board will be identified no later than the Confirmation Hearing or otherwise in accordance with section 1129(a)(5) of the Bankruptcy Code.

(c) ***Directors and Officers of the Reorganized Debtors.*** Except as otherwise provided in the Plan Supplement, the officers of the respective Reorganized Debtors immediately before the Effective Date shall serve as the initial officers of each of the respective Reorganized Debtors on or after the Effective Date and in accordance with any employment agreement with the Reorganized Debtors and applicable non-bankruptcy law. After the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective organizational documents. The members of the board of directors and the board of managing members for each of the Reorganized Debtors (other than Reorganized UC Holdings as provided above) shall be determined as set forth in the Amended Organizational Documents and disclosed as required pursuant to section 1129(a)(5) of the Bankruptcy Code.

(d) ***Capital Structure.*** From and after the Effective Date, subject to the rights of the stockholders to amend the Amended Organizational Documents, including the Certificate of Incorporation of Reorganized UC Holdings, each of the Reorganized Debtors shall have one class of issued and outstanding common stock.

5.11. ***Bristol Facility***

The Reorganized Debtors shall, on the Effective Date, continue to own and operate the Bristol Facility and shall, without any further notice to or action, order, or approval of the Bankruptcy Court, be authorized to implement any necessary restructuring transactions in connection therewith, provided that the Debtors or the Reorganized Debtors, as the case may be, are authorized, with the consent of the Required Consenting Noteholders, to enter into a transaction pursuant to which the Debtors or the Reorganized Debtors sell the Bristol Facility as long as such a sale transaction does not adversely affect the treatment of any creditor or equity stakeholder under the Plan and is sold for aggregate consideration acceptable to the Debtors and the Required Consenting Noteholders. Any sale of the Bristol Facility shall be made pursuant to section 1123(a)(5)(D) of the Bankruptcy Code and shall be subject to higher and better offers pursuant to bidding procedures approved by the Bankruptcy Court; provided that the sale of the Bristol Facility shall not be a condition precedent to the Effective Date and such sale may not be consummated any earlier than the Effective Date.

5.12. ***Cancellation of Liens.***

Except as otherwise specifically provided herein, upon the occurrence of the Effective Date, any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured

Claim shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Reorganized Debtors.

5.13. *Management Employment Matters.*

On the Effective Date, the applicable Reorganized Debtors shall enter into new employment agreements with certain members of the management team and shall implement the Management Incentive Plan which shall provide for the issuance of New Common Stock, in options or restricted units/equity, to management, directors, and employees of the Reorganized Debtors to incentivize their senior management teams.

5.14. *Withholding and Reporting Requirements.*

(a) *Withholding Rights.* In connection with the Plan, any party issuing any instrument or making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. In the case that a distribution of New Common Stock, New Warrants, or other non-Cash property is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any governmental unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party issuing any instrument or making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms.* Any party entitled to receive any property (including Cash) as an issuance or distribution under the Plan shall, upon request, deliver to the Disbursing Agent or such other Person designated by the Reorganized Debtors (which entity shall subsequently deliver to the Disbursing Agent any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or Form W-8, as applicable, unless such Person is exempt under the Tax Code and so notifies the Disbursing Agent. If such request is made by the Reorganized Debtors, the Disbursing Agent, or such other Person designated by the Reorganized Debtors and the holder fails to comply before the date that is 180 days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

5.15. *Exemption From Certain Transfer Taxes.*

Pursuant to section 1146(a) of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with this Plan, including, without limitation, any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under this Plan or the reinvesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of or as

contemplated in this Plan (whether to one or more of the Reorganized Debtors or otherwise), (d) the grant of collateral under the Exit Facilities and (e) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

5.16. *Restructuring Transactions; Further Transactions.*

On or prior to the Effective Date, the following Restructuring Transactions shall be effectuated in the following order:

(a) All Intercompany Claims held by Chassix against Diversified Machine, Inc. (whether or not represented by a note) shall be contributed by Chassix to the capital of Diversified Machine, Inc.;

(b) The Amended Organizational Documents of the Reorganized Debtors shall become effective;

(c) New Common Stock shall be issued and contributed by Reorganized UC Holdings to Reorganized Chassix in an amount of shares sufficient to satisfy the Secured Noteholder Common Stock Distribution under Section 4.3 of the Plan;

(d) The Existing UC Holdings Equity Interests held by Chassix Holdings shall be recapitalized into an amount of shares of New Common Stock and New Warrants, if applicable, sufficient to satisfy the Unsecured Noteholder Common Stock Distribution under Section 4.4;

(e) Concurrently, (i) Chassix Holdings shall transfer to the Unsecured Noteholders, in accordance with Sections 4.4 and 5.2 of the Plan, shares of New Common Stock sufficient to satisfy the Unsecured Noteholder Common Stock Distribution and New Warrants, if applicable, and (ii) Reorganized Chassix shall distribute to the Secured Noteholders in satisfaction and discharge of their Allowed Secured Note Claims, such New Common Stock in accordance with Section 4.3 of the Plan; and

(f) All Interests in Chassix Holdings shall be cancelled and extinguished in accordance with Section 5.4 and Chassix Holdings shall be dissolved in accordance with Section 5.17 below.

On the Effective Date or as soon as practicable thereafter, the Reorganized Debtors may (i) cause any or all of the Subsidiary Reorganized Debtors to be merged into one or more of the Reorganized Debtors, dissolved or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized Debtors, (iii) use the proceeds of the Exit Term Loan and Revolving Exit Facility, plus Cash on hand, to pay all Restructuring Expenses, (iv) change the name of one or more of the Reorganized Debtors to such name that may be determined in accordance with applicable law, and

(v) engage in any other transaction in furtherance of the Plan, including for tax efficiency reasons; provided that such transactions are not inconsistent with the above Restructuring Transactions or the other terms of the Plan. Subject to the prior written consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, any such transactions may be effective as of the Effective Date pursuant to the Confirmation Order without any further action by the stockholders, members, general or limited partners, or directors of any of the Debtors or the Debtors in Possession.

5.17. *Dissolution of Chassix Holdings.*

On the Effective Date, upon the consummation of the Restructuring Transactions and all other Effective Date distributions and transactions in furtherance of the Plan, Chassix Holdings shall file with the Office of the Secretary of State of Delaware a certificate of dissolution which may be executed by an officer of Chassix Holdings without the necessity of the approval of the board of directors of Chassix Holdings or the holders of Interests in Chassix Holdings, and upon such filing shall be deemed dissolved for all purposes and without the necessity of any other action by Chassix Holdings. From and after the Effective Date, Chassix Holdings shall not be required to file any documents, or take any other action or receive any approval to withdraw business operations in any state in which Chassix Holdings previously conducted its business operations. To the extent that any of the foregoing is inconsistent or in conflict with any preexisting organizational or related documents of Chassix Holdings, such documents are deemed amended by the Plan to permit and authorize Chassix Holdings to take the contemplated actions.

5.18. *Effectuating Documents.*

On and after the Effective Date, the Reorganized Debtors and the managers, officers and members of the boards of directors thereof, are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

5.19. *Closing of the Chapter 11 Cases.*

After an Estate has been fully administered, the Reorganized Debtors shall promptly seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

SECTION 6. DISTRIBUTIONS.

6.1. *Distribution Record Date.*

As of the close of business on the Distribution Record Date, (i) the Claims register and (ii) the transfer books and records of the Unsecured Notes as maintained by the Unsecured Note Indenture Trustee or its agent shall be closed and there shall be no further changes in the record holders of any Claims or Interests; provided that the Distribution Record Date shall not apply to any distributions made through Cede & Co. The Debtors or the Reorganized Debtors, as applicable, the Disbursing Agents, and the Unsecured Note Indenture Trustee shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under this Plan with only those holders of

record as of the close of business on the Distribution Record Date. Other than Claims that are expressly permitted by a Final Order or under the Plan to be filed after the Distribution Record Date, the Debtors or the Reorganized Debtors, as applicable, shall have no obligation to recognize any Claims filed from and after the Distribution Record Date.

6.2. *Date of Distributions.*

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.3. *Timing of Distributions.*

Except as otherwise provided herein, the Disbursing Agent shall make the Initial Distribution to holders of Allowed Claims no later than the Initial Distribution Date. Thereafter, the Disbursing Agent shall from time to time determine the subsequent Distribution Dates, which shall occur no less frequently than semi-annually.

6.4. *Disbursing Agent.*

All distributions hereunder shall be made by Reorganized Chassix (or such other entity designated by Reorganized Chassix), as Disbursing Agent[s], on or after the Effective Date or as otherwise provided herein; provided that the Secured Note Indenture Trustee shall, subject to an acceptable agreements with the Debtors or Reorganized Chassix, serve as Disbursing Agent for Allowed Class 3 Secured Note Claims or shall otherwise direct the distributions to be made on account of Allowed Class 3 Secured Note Claims, and the Unsecured Note Indenture Trustee shall, subject to an acceptable agreement with the Debtors or Reorganized Chassix, serve as Disbursing Agent for Allowed Class 4 Unsecured Note Claims or shall otherwise direct the distributions to be made on account of Allowed Class 4 Secured Note Claims. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties, and all reasonable fees and expenses incurred by such Disbursing Agents shall be reimbursed by the Reorganized Debtors.

6.5. *Powers of Disbursing Agent.*

A Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder, (b) make all distributions contemplated hereby and (c) exercise such other powers as may be vested in a Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions hereof.

6.6. *Delivery of Distributions.*

Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made to a Disbursing Agent, who shall transmit such distribution to the applicable holders of Allowed Claims. In the event that any distribution to any holder is returned as undeliverable, no further distributions shall be made to such holder unless and until such Disbursing Agent is notified in writing of such holder's then-current address, at which time all currently-due, missed distributions shall be made to such holder as soon as reasonably practicable thereafter. Undeliverable distributions or unclaimed distributions shall remain in the possession of the Debtors until such time as a distribution

becomes deliverable or holder accepts distribution, or such distribution reverts back to the Debtors or Reorganized Debtors, as applicable, and shall not be supplemented with any interest, dividends or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 180 days from the date of distribution. After such date, all unclaimed property or interest in property shall revert to the Reorganized Debtors, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred.

6.7. ***Manner of Payment Under Plan.***

At the option of the Debtors or the Reorganized Debtors, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements.

6.8. ***Fractional Stock.***

If any distributions of New Common Stock or New Warrants pursuant to the Plan would result in the issuance of a fractional share of New Common Stock or New Warrants, then the number of shares of New Common Stock or New Warrants to be issued in respect of such distribution shall be calculated to one decimal place and rounded up or down to the closest whole share (with a half share rounded up). The total number of shares of New Common Stock or New Warrants to be distributed in connection with the Plan shall be adjusted as necessary to account for the rounding provided for in this paragraph.

6.9. ***Minimum Cash Distributions.***

The Disbursing Agent shall not be required to make any Initial Distribution or semi-annual distribution of Cash less than \$50 to any holder of an Allowed General Unsecured Claim; provided that, if any distribution is not made pursuant to this Section 6.9, such distribution shall be added to any subsequent distribution to be made on behalf of the holder's Allowed Claim. The Disbursing Agent shall not be required to make any final distributions of Cash less than \$25 to any holder of an Allowed Claim. If either (a) all Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) have been paid in full or (b) the amount of any final distributions to holders of Allowed General Unsecured Claims would be \$25 or less and the aggregate amount of cash available for distributions to holders of Allowed General Unsecured Claims is less than \$25,000, then no further distribution shall be made by the Disbursing Agent and any surplus Cash shall be donated and distributed to an I.R.C. § 501(c)(3) tax-exempt organization selected by the Disbursing Agent.

6.10. ***Setoffs.***

The Debtors and the Reorganized Debtors may, but shall not be required to, set off against any Claim, any claims of any nature whatsoever that the applicable Debtor or Reorganized Debtor may have against the holder of such Claim; *provided, that* neither the failure to do so nor the allowance of any Claim shall constitute a waiver or release by the applicable Debtor or Reorganized Debtor.

6.11. *Distributions After Effective Date.*

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

6.12. *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan, to the extent that any Allowed Secured Note Claim, Allowed Unsecured Note Claim, Allowed General Unsecured Trade Claim or Allowed Other General Unsecured Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

SECTION 7. PROCEDURES FOR DISPUTED CLAIMS.

7.1. *Allowance of Claims.*

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under this Plan. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim.

7.2. *Objections to Claims.*

As of the Effective Date, objections to, and requests for estimation of, Claims against the Debtors may be interposed and prosecuted only by the Reorganized Debtors. Such objections and requests for estimation shall be served and filed (a) on or before the 180th day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended, or (b) such later date as ordered by the Bankruptcy Court.

7.3. *Estimation of Claims.*

The Debtors or Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or Reorganized Debtors, as applicable, previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or Reorganized Debtors, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated

and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.4. *No Distributions Pending Allowance.*

If an objection to a Claim is filed as set forth in Section 7.2, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim. Cash in the amount of such Disputed Claims shall be reserved by the Debtors but shall not be held in a segregated account.

7.5. *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan on the next Distribution Date after the date that such Disputed Claim becomes an Allowed Claim (whether by Final Order of the Bankruptcy Court or otherwise). Holders of Disputed Claims that ultimately become Allowed Claims shall not be entitled to payment of interest unless otherwise provided herein, in a Final Order, or required under applicable bankruptcy law.

7.6. *Resolution of Claims.*

On and after the Effective Date, the Reorganized Debtors shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Claims, and to compromise, settle or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court.

7.7. *Disallowed Claims.*

All Claims held by persons or entities against whom or which any of the Debtors or Reorganized Debtors has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549 and/or 550 of the Bankruptcy Code shall be deemed “disallowed” claims pursuant to section 502(d) of the Bankruptcy Code and holders of such claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed pursuant to this section shall continue to be disallowed for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Debtors or the Reorganized Debtors from such party have been paid.

SECTION 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1. *General Treatment.*

Effective as of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties are hereby assumed, except for an executory contract or unexpired lease that (a) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (b) is specifically designated as a contract or unexpired lease to be rejected on the Schedule of Rejected Contracts or is otherwise expressly rejected pursuant to the Plan, (c) is the subject of a separate (i) assumption motion filed by the Debtors (with the reasonable consent of the Required Consenting Noteholders) or (ii) rejection motion filed by the Debtors (with the reasonable consent of the Required Consenting Noteholders) under section 365 of the Bankruptcy Code prior to the Confirmation Date, or (e) is the subject of a pending objection regarding assumption, Cure, or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy

Code or other issues related to assumption of the contract or lease) (each such objection, a “*Cure Dispute*”).

8.2. *Determination of Cure Disputes and Deemed Consent.*

The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts and shall serve, within 14 days of the commencement of the Confirmation Hearing, a notice on parties to executory contracts or unexpired leases to be assumed reflecting the Debtors’ intention to assume the contract or lease in connection with this Plan and, where applicable, setting forth the proposed cure amount (if any). The proposed cure amount for any executory contract or unexpired lease not listed on the schedule shall be \$0. Any such schedule of executory contracts to be assumed and the proposed cure amounts contained therein shall be reasonably acceptable to the Required Consenting Noteholders.

To the extent that a Cure Dispute is asserted in an objection filed within fifteen (15) days of service of notice of intent to assume, and properly served on the Debtors, such Cure Dispute shall be scheduled for a hearing by the Bankruptcy Court. Following resolution of a Cure Dispute by Final Order of the Bankruptcy Court, the applicable contract or lease shall be deemed assumed effective as of the Effective Date, provided that the Debtors reserve the right to reject any contract or lease following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute by filing a notice indicating such rejection within three (3) Business Days of the entry of such Final Order.

To the extent that an objection is not timely filed and properly served on the Debtors with respect to a Cure Dispute, then the counterparty to the applicable contract or lease shall be deemed to have assented to (a) the Cure amount proposed by the Debtors and (b) the assumption of such contract or lease, notwithstanding any provision thereof that (i) prohibits, restricts or conditions the transfer or assignment of such contract or lease, or (ii) terminates or permits the termination of a contract as a result of any direct or indirect transfer or assignment of the rights of the Debtor under such contract or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminated or modifying such contract on account of transactions contemplated by the Plan.

8.3. *Payments Related to Assumption of Contracts and Leases.*

Subject to resolution of any Cure Dispute, any monetary amounts by which any executory contract and unexpired lease to be assumed hereunder is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as the case may be, upon assumption thereof.

Assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption and/or assignment. Any proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court or any other entity.

8.4. ***Rejection.***

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not heretofore evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective estates, properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors no later than thirty (30) days after the later of (1) the Confirmation Date or (2) the effective date of the rejection of such executory contract or unexpired lease. Any such Claims, to the extent Allowed, shall be classified as Class 6 Other General Unsecured Claims. The Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts identified in the schedule of rejected contracts.

8.5. ***Survival of the Debtors' Indemnification Obligations.***

Any obligations of the Debtors pursuant to their corporate charters, bylaws, organizational documents or otherwise (including, without limitation, any applicable indemnification agreements) to indemnify current officers, directors, agents and/or employees with respect to all present and future actions or omissions, suits and proceedings against the Debtors or such directors, officers, agents and/or employees, based upon any act or omission occurring at or prior to the Effective Date for or on behalf of the Debtors shall not be discharged or impaired by confirmation of the Plan or the occurrence of the Effective Date, provided that, for the avoidance of doubt, the Reorganized Debtors shall indemnify officers and directors of the Debtors for any claims or Causes of Action to the fullest extent provided by law pursuant to their respective Amended Organizational Documents and such documents shall not be amended or altered in any way that may diminish or impair the rights of the parties or beneficiaries thereunder that exist or existed as of the Effective Date; provided further that no director shall be indemnified with respect to the issuance of the Unsecured Notes, the use of their proceeds and any events related thereto. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors. Any claim based on the Debtors' obligations herein shall not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.

In addition, after the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including, without limitation, the "tail policy") in effect as of the Commencement Date, and any directors and officers of the Debtors who served in such capacity at any time before or after the Commencement Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date.

8.6. ***Compensation and Benefit Plans.***

Except as otherwise herein provided, all material employee compensation and Benefit Plans of the Debtors in effect as of the Effective Date shall be deemed to be, and shall be treated as if they were, executory contracts that are to be assumed under the Plan.

8.7. ***Insurance Policies.***

All insurance policies pursuant to which the Debtors have any obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the respective Reorganized Debtors and shall continue in full force

and effect. All other insurance policies shall revest in the Reorganized Debtors. Furthermore, the discharge and release of the Debtors as provided in this Plan, and the re-vesting of property in the Reorganized Debtors, shall not diminish nor impair the enforceability of any insurance policies that may cover Claims against any Debtor or other person or entity.

8.8. *Intellectual Property Licenses and Agreements.*

All intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the applicable Reorganized Debtors and shall continue in full force and effect unless any such intellectual property contract, license, royalty, or other similar agreement otherwise is specifically rejected hereunder or pursuant to a Final Order, or is the subject of a separate rejection motion filed by the Reorganized Debtors. Unless otherwise provided herein, all other intellectual property contracts, licenses, royalties, or other similar agreements shall revest in the Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such revesting as contemplated herein.

8.9. *Reservation of Rights.*

Neither the exclusion nor inclusion of any contract or lease on any exhibit, schedule or annex to the Plan or the Plan Supplement, including the Schedule of Assumed Contracts or the Schedule of Rejected Contracts, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease or that any of the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

Nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and the Reorganized Debtors under any executory or non-executory contract or any unexpired or expired lease.

Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors under any executory or non-executory contract or any unexpired or expired lease.

If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

SECTION 9. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE.

9.1. *Conditions Precedent to Confirmation.*

The occurrence of Confirmation is subject to the following conditions precedent:

- (a) the entry of the Disclosure Statement Order;
- (b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed in form and substance satisfactory to the Debtors, the Required

Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;

(c) the Bankruptcy Court shall have entered the Confirmation Order;

(d) the Restructuring Support Agreement shall not have been terminated, and shall be in full force and effect;

(e) the Accommodation Agreements shall not have been terminated, and shall be in full force and effect; and

(f) the DIP Facilities shall not have been terminated and shall be in full force and effect.

9.2. ***Conditions Precedent to the Effective Date.***

The occurrence of the Effective Date is subject to the following conditions precedent:

(a) the Definitive Documents shall contain terms and conditions consistent in all material respects with this Plan and the Restructuring Support Agreement and shall otherwise be reasonably satisfactory in all respects to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;

(b) all actions, documents and agreements necessary to implement and consummate the Plan, including, without limitation, entry into the Definitive Documents, and the Amended Organizational Documents, each in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, and the transactions and other matters contemplated thereby, shall have been effected or executed;

(c) the Debtors shall enter into the Exit Facilities and the conditions precedent to funding under the Exit Facilities shall have been satisfied or waived;

(d) subject to Section 12.5 below, any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;

(e) the Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Date shall have occurred and the Confirmation Order shall not have been stayed, rescinded, vacated or reversed on appeal;

(f) the Restructuring Support Agreement shall not have been terminated, and shall be in full force and effect;

(g) the Accommodation Agreements shall not have been terminated, and shall be in full force and effect;

(h) all governmental and third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by the Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and

all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(i) all reasonable fees and expenses (including attorney's fees and fees for other retained professionals, advisors and consultants) of the Consenting Noteholders, Platinum Equity, the DIP Agents, and the agents under the Exit Facilities incurred in connection with the Chapter 11 Cases, the negotiation and formulation of the Plan, DIP Facilities and Exit Facilities and related documents, and all transactions set forth herein or necessary to implement and consummate the Plan (whether incurred before or after the Commencement Date) shall have been paid; and

(j) all conditions precedent listed in (a)-(i) herein occurring prior to July 31, 2015.

9.3. *Waiver of Conditions Precedent.*

Each of the conditions precedent in Sections 9.1 and 9.2 may be waived in writing by the Debtors together with the prior written consent of the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

9.4. *Effect of Non-Occurrence of Effective Date.*

If the conditions listed in Sections 9.1 and 9.2 are not satisfied or waived in accordance with this Section 9, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person or (c) constitute an admission, acknowledgement, offer or undertaking by the Debtors, any of the other Restructuring Support Parties, or any other Person.

SECTION 10. EFFECT OF CONFIRMATION.

10.1. *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal or equitable subordination relating thereto.

10.2. *Vesting of Assets.*

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates, including without limitation, the intellectual property licenses and other agreements referenced above in Section 8.8, shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided pursuant to this Plan, the Confirmation Order, or the Exit Facilities. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy

Code or the Bankruptcy Rules and in all respects as if no cases were ever filed under any chapter or provision of the Bankruptcy Code, except as provided herein.

10.3. *Discharge of Claims and Termination of Interests.*

Except as otherwise provided herein, effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such claims from and after the Commencement Date, against the Debtors or any of their assets, property or estates; (b) the Plan shall bind all holders of Claims and Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Persons shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns and their assets and properties any other Claims and Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

10.4. *Term of Injunctions or Stays.*

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5. *Injunction Against Interference with Plan.*

From and after the Effective Date, all Persons are permanently enjoined from commencing or continuing in any manner, whether directly, derivatively or otherwise, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, interest, remedy, or liability whatsoever released or to be released pursuant to the Plan or the Confirmation Order. For the avoidance of doubt, in connection with such injunction, all Persons are permanently enjoined from (i) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order of any kind whatsoever, (ii) creating, perfecting or enforcing any encumbrance of any kind, (iii) asserting any right of setoff, subrogation or recoupment of any kind, or (iv) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, interest, remedy, or liability whatsoever released or to be released pursuant to the Plan or the Confirmation Order.

10.6. *Releases by the Debtors.*

As of the Effective Date, except for the right to enforce the Plan and the Definitive Documents that remain in effect after the Effective Date, for good and valuable consideration, including, without limitation, the Released Parties' contributions to facilitating the Reorganization and implementing the Plan, to the fullest extent permitted by applicable law, the Released Parties are deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtors, their Estates and the Reorganized Debtors from (and the Debtors, their Estates, and the Reorganized Debtors are deemed to covenant with, and to, the

Released Parties not to sue or otherwise seek recovery from the Released Parties on account of) any and all Claims, Interests, obligations, rights, suits, judgments, damages, Causes of Action (including, without limitation, under any state or federal securities laws), remedies and liabilities whatsoever, including, without limitation, any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Restructuring, the Reorganized Debtors, 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 Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any other Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Restructuring Support Agreement or related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan ~~, or upon any other act or omission, transaction, agreement, event or other occurrence~~ taking place from the beginning of time through the Effective Date; provided that no Released Party shall be released from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto; provided further that nothing in the Plan shall limit the liability of professionals to their clients pursuant to N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

10.7. *Releases By Holders of Claims and Interests.*

As of the Effective Date, except for the right to enforce the Plan and the Definitive Documents that remain in effect after the Effective Date and the indemnification obligations that survive the Effective Date, (a) each holder of a Claim or an Interest, other than any holder who ~~both~~ voted to reject the Plan and elected not to checked ~~the opt out~~ in box on the applicable ballot indicating its wish consent to ~~opt out of~~ the release provisions set forth in this Section 10.7, and (b) each Released Party shall be deemed, to the fullest extent permitted by applicable law, to have, conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Reorganized Debtors and the Released Parties from (and are deemed to have covenanted with the Reorganized Debtors and the Released Parties not to sue or otherwise seek recovery from the Reorganized Debtors or the Released Parties on account of) any and all Claims, Interests, obligations, rights, suits, judgments, damages, Causes of Action (including, without limitation, under any state or federal securities laws), remedies and liabilities whatsoever, including, without limitation, any derivative Claims asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the 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 Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any other Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Restructuring Support Agreement or related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan ~~, or upon any other act or omission, transaction, agreement, event or other occurrence~~ taking place from the beginning of time through the Effective Date;

provided that no Released Party shall be released from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto; provided further that nothing in the Plan shall limit the liability of professionals to their clients pursuant to N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

10.8. *Exculpation.*

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated, to the fullest extent permitted by applicable law, from, any claim, obligation, cause of action or liability for any claim in connection with or arising out of, the administration of the Chapter 11 Cases, the entry into the Restructuring Support Agreement and related documents and the consummation of the transactions contemplated therein, the negotiation and drafting of the Plan, the solicitation of votes for the Plan, or confirmation or the consummation of the Plan, the funding of the Plan, or the administration of the Plan or the property to be distributed under the Plan, the issuance of Securities under or in connection with the Plan, or any transactions, decisions, actions and/or inactions contemplated by or relating to any of the foregoing, except for willful misconduct or gross negligence, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors (and each of their respective agents, directors, officers, employees, affiliates, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting the Exculpated Parties from liability. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. Pursuant to section 105 of the Bankruptcy Code, no holder or purported holder of an Administrative Claim, claim or Interest shall be permitted to commence or continue any Cause of Action, employment of process, or any act to collect, offset, or recover any claim against an Exculpated Party that accrued on or before the Effective Date and that has been released or waived pursuant to this Plan. For the avoidance of doubt, notwithstanding anything to the contrary in this Plan: (a) any release or exculpation given by PNC Bank, National Association in its capacity as DIP ABL Agent, Revolving DIP Lender or, to the extent that it provides any Exit Facilities, then also in its capacity as agent or lender under the Exit Facilities, shall be effective only upon the payment in full or conversion of the Revolving DIP Facility in accordance with Section 2.4 of the Plan; (b) nothing in this Plan exculpates, discharges or releases the Debtors from any obligations owed to the DIP ABL Agent or the Revolving DIP Lenders under the Revolving DIP Credit Facility (including any contingent indemnity obligations under the loan documents evidencing the Revolving DIP Credit Facility); (c) nothing in this Plan discharges any liens securing the Revolving DIP Credit Facility until the Debtors' obligations under the Revolving DIP Credit Facility are paid in full in accordance with Section 2.4 of this Plan; (d) the DIP ABL Agent will retain (i) its contingent reimbursement claims and (ii) its lien on any cash collateral that is pledged to secure contingent reimbursement obligations, in both cases with respect to outstanding letters of credit under the Revolving DIP Facility; and (e) if the Revolving DIP Facility is converted into the Revolving Exit Facility (with consent of the DIP ABL Agent and the Revolving DIP Lenders) or if the DIP ABL Agent and the Revolving DIP Lenders provide any Exit Facilities, then the DIP ABL Agent will retain a lien on assets of the Debtors to secure the applicable Exit Facilities as set forth in the definitive documentation for the applicable Exit Facilities.

10.9. ***Retention of Causes of Action/Reservation of Rights.***

(a) Except as otherwise provided herein, including Sections 10.6, 10.7 and 10.8, pursuant to section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights, causes of action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their estates may hold against any person or entity without the approval of the Bankruptcy Court, including, without limitation, (i) any and all claims against any Person, to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against the Debtors, the Reorganized Debtors, their respective Estates, officers, directors or representatives; and (ii) the turnover of any property of the Estates; provided that the Reorganized Debtors shall not retain any claims or Causes of Action against the Released Parties (other than claims or Causes of Action arising out of or relating to any act or omission of a Released Party that (i) is a criminal act, or (ii) constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto, which claims or Causes of Action are hereby preserved). The Reorganized Debtors or their successor(s) may pursue such retained claims, rights, or causes of action, suits or proceedings, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) who hold such rights.

(b) Except as otherwise provided herein, including Sections 10.6, 10.7 and 10.8, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff or other legal or equitable defense which the Debtors had immediately before the Commencement Date, against or with respect to any Claim left Unimpaired by the Plan; provided that the Reorganized Debtors shall not retain any claims or Causes of Action against the Released Parties (other than claims or Causes of Action arising out of or relating to any act or omission of a Released Party that (i) is a criminal act, or (ii) constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto, which claims or Causes of Action are hereby preserved). The Reorganized Debtors shall have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff and other legal or equitable defenses which they had immediately before the Commencement Date with respect to any Claim left Unimpaired by the Plan as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.10. ***Solicitation of the Plan.***

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

10.11. *Plan Supplement.*

The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court by no later than the Plan Supplement Filing Date. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents to be included in the Plan Supplement will be posted at the website of the Debtors' notice, claims, and solicitation agent as they become available. The Plan Supplement shall contain, among other things, substantially final forms of the Amended Organizational Documents, the Schedule of Assumed Contracts, the Schedule of Rejected Contracts, the Exit Term Loan, the Revolving Exit Facility, the Management Incentive Plan, the Shareholders Agreement, the New Warrant Agreement, and, to the extent known, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code regarding members of the New Board.

10.12. *Corporate and Limited Liability Company Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (a) the assumption of the Benefit Plans of the Debtors as provided herein, (b) the selection of the managers, directors, and officers for the Reorganized Debtors, (c) the issuance and distribution of the New Common Stock, (d) the entry into the Revolving Exit Facility and the Exit Term Loan, (e) the approval of the Accommodation Agreements, and (f) the issuance and distribution of the New Warrants, and (g) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers or officers of the Debtors or the Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors, including (w) the Amended Organizational Documents, (x) the Exit Facilities, and (y) the Accommodation Agreements, and (z) any and all other agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section 10.12 shall be effective notwithstanding any requirements under non-bankruptcy law.

SECTION 11. RETENTION OF JURISDICTION.

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to determine any motion, adversary proceeding, application, contested matter and other litigated matter pending on or commenced after the Confirmation Date;
- (b) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;
- (c) to consider the allowance, classification, priority, compromise, estimation or payment of any Claim;

(d) to enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

(e) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(f) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(g) to hear and determine all applications under sections 330, 331 and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred before the Confirmation Date;

(h) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Plan Supplement, or the Confirmation Order or any agreement, instrument or other document governing or relating to any of the foregoing;

(i) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute and consummate the Plan or to maintain the integrity of the Plan following consummation;

(j) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor or Reorganized Debtor is party or with respect to which a Debtor or Reorganized Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Section 8, any executory contracts or unexpired leases to the Schedule of Rejected Contracts or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

(k) to resolve disputes as to the ownership of any Claim or Interest;

(l) to hear and determine any matter, case, controversy, suit, dispute, or Cause of Action (i) regarding the existence, nature, and scope of the discharge, releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such discharge, releases, injunctions, exculpations, and other provisions;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to adjudicate, decide, or resolve any Causes of Actions and Cure Disputes;

(p) to adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(q) to resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim for amounts not timely repaid;

(r) to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(s) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(t) to enter a final decree closing the Chapter 11 Cases;

(u) to recover all assets of the Debtors and property of the Estates, wherever located; and

(v) to hear and determine any rights, Claims or causes of action held by or accruing to Reorganized Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory.

SECTION 12. MISCELLANEOUS PROVISIONS.

12.1. *Payment of Statutory Fees.*

All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid by the Debtors on or before the Effective Date, and by the Reorganized Debtors after the Effective Date until the Chapter 11 Cases are closed.

12.2. *Substantial Consummation.*

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

12.3. *Dissolution of Creditors Committee.*

On the Effective Date, the Creditors Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; provided that the Creditors Committee shall exist, and its professionals shall be retained, after the Effective Date with respect to (a) all applications filed pursuant to sections 330 and 331 of the Bankruptcy Code and any related hearings; and (b) pending appeals of the Confirmation Order, if any.

12.4. *Request for Expedited Determination of Taxes.*

The Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods (or portions thereof) ending after the Commencement Date through the Effective Date.

12.5. ***Amendments.***

(a) ***Plan Modifications.*** The Plan may be amended, modified or supplemented by the Debtors or the Reorganized Debtors, as applicable, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code; *provided, that* such amendments, modifications, or supplements shall be satisfactory in all respects to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. In addition, after the Confirmation Date, the Debtors or the Reorganized Debtors, as applicable, may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan.

(b) ***Other Amendments.*** Before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court; provided that such technical adjustments or modifications shall be satisfactory to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

12.6. ***Revocation or Withdrawal of the Plan.***

The Debtors may not revoke or withdraw the Plan before the Effective Date without the consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable; provided that the Debtors may revoke or withdraw the Plan if such withdrawal is in the exercise of their fiduciary duty or otherwise permitted under the Restructuring Support Agreement. If the Debtors take such action, the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed to be a waiver or release of any Claims by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

12.7. ***Severability of Plan Provisions upon Confirmation.***

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

12.8. ***Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.9. ***Time.***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.10. ***Immediate Binding Effect.***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties and each of their respective successors and assigns.

12.11. ***Successor and Assigns.***

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or permitted assign, if any, of each Entity.

12.12. ***Entire Agreement.***

On the Effective Date, the Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

12.13. ***Notices.***

All notices, requests and demands to or upon the Reorganized Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) if to the Reorganized Debtors:

Chassix, Inc.
300 Galleria Officecentre
Suite 501
Southfield, Michigan 48034
Facsimile: (248) 352-0241
Attn: Bibi N. Di Serio, Esq.

- and -

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ray C. Schrock, P.C.
Marcia L. Goldstein, Esq.
Matthew P. Goren, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

(b) if to Platinum Equity:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty St.
New York, New York 10005
Attn: Dennis F. Dunne, Esq.
Samuel A. Khalil, Esq.
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

(c) if to the DIP ABL Agent:

Bodman PLC
1901 St. Antoine Street, 6th Floor at Ford Field
Detroit, Michigan 48226
Attn: Robert J. Diehl, Jr., Esq.
Telephone: (313) 393-7597
Facsimile: (313) 393-7579

(d) if to the DIP Term Agent:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, Connecticut 06103
Attn: Nathan Plotkin, Esq.
Telephone: (860) 251-5320
Facsimile: (860) 251-5212

(e) if to the Consenting Noteholders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Andrew N. Rosenberg, Esq.
Alice Belisle Eaton, Esq.
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

(f) if to the Exit Term Loan Lenders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Andrew N. Rosenberg, Esq.
Alice Belisle Eaton, Esq.
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 and to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

Dated: April
New York, New York

~~21~~24,

2015

Respectfully submitted,

Chassix Holdings and each of the Debtors

By: /s/ J. Mark Allan

Name: J. Mark Allan

Title: President

[SIGNATURE PAGE FOR SECOND AMENDED JOINT PLAN OF REORGANIZATION
~~[SIGNATURE PAGE FOR JOINT PLAN OF REORGANIZATION~~ UNDER CHAPTER 11 OF THE BANKRUPTCY
CODE]

Exhibit A

Accommodation Agreements

(without exhibits)

Exhibit B

Restructuring Support Agreement

(without exhibits)

Summary report: Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on 4/24/2015 3:29:36 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/95309322/4	
Modified DMS: iw://WEILDMS/WEIL/95312210/3	
Changes:	
Add	32
Delete	31
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	63

Exhibit B

BLACKLINE OF DISCLOSURE STATEMENT

THIS PROPOSED DISCLOSURE STATEMENT IS NOT A SOLICITATION OF VOTES ON THE PLAN. ACCEPTANCES AND REJECTIONS OF THE PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THE PROPOSED DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS RESERVE THE RIGHT TO AMEND, SUPPLEMENT, OR OTHERWISE MODIFY THIS DISCLOSURE STATEMENT PRIOR AND UP TO THE DISCLOSURE STATEMENT HEARING.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : **Chapter 11**
:
CHASSIX HOLDINGS, INC., et al., : **Case No. 15-10578 (MEW)**
:
: **(Jointly Administered)**
:
Debtors.¹ :
:
-----X

**PROPOSED DISCLOSURE STATEMENT FOR SECOND AMENDED JOINT PLAN
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

WEIL, GOTSHAL & MANGES LLP

Marcia L. Goldstein
Ray C. Schrock, P.C.
Matthew P. Goren
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

Dated: April 24, 2015
New York, New York

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Automotive Properties of New York, LLC (4323); Chassix Holdings, Inc. (9249); UC Holdings, Inc. (5026); Chassix, Inc. (5728); Diversified Machine, Inc. (8762); Diversified Machine Bristol, LLC (5409); Chassix Georgia Machining, LLC (1940); DMI Columbus, LLC (1833); Diversified Machine Montague, LLC (4771); Diversified Machine, Milwaukee LLC (0875); DMI Edon LLC (1847); Mexico Products I, LLC (3039); DMI China Holding LLC (4331); Concord International, Inc. (3536); SMW Automotive, LLC (9452); Automotive, LLC (2897); Chassis Co. of Michigan, LLC (2692); AluTech, LLC (0012). The direct and indirect international subsidiaries of Chassix Holdings, Inc. are not debtors in these chapter 11 cases.

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY	10
II. INTRODUCTION	15
A. DISCLOSURE STATEMENT EXHIBITS	15
B. THE DEBTORS' PROFESSIONALS	15
C. IMPORTANT DATES	16
D. BRIEF OVERVIEW OF THE PLAN	17
E. SUMMARY OF DISTRIBUTIONS AND VOTING ELIGIBILITY	19 <u>21</u>
F. VOTING PROCEDURES	23 <u>25</u>
G. CONFIRMATION UNDER SECTION 1129(B)	24 <u>26</u>
H. CONFIRMATION HEARING	24 <u>26</u>
III. OVERVIEW OF THE DEBTORS' OPERATIONS	25 <u>27</u>
A. THE DEBTORS' BUSINESSES	25 <u>27</u>
B. THE DEBTORS' OPERATIONS	27 <u>29</u>
C. THE DEBTORS' BUSINESS MODEL	31 <u>33</u>
D. INTERNATIONAL OPERATIONS	31 <u>33</u>
E. PLATINUM EQUITY AND THE DMI/SMW INTEGRATION	32 <u>34</u>
F. PREPETITION CAPITAL STRUCTURE	33 <u>35</u>
1. The Prepetition Revolving ABL Facility	33 <u>35</u>
2. The Secured Notes	34 <u>36</u>
3. The Intercreditor Agreement	35 <u>37</u>
4. The Unsecured Notes	35 <u>37</u>
5. Capital Lease Obligations	36 <u>38</u>
6. Foreign Debt	36 <u>38</u>
IV. KEY EVENTS LEADING TO THE COMMENCEMENT OF THESE CHAPTER 11 CASES	38 <u>40</u>
A. INITIAL INTEGRATION AND COST SAVING INITIATIVES	38 <u>40</u>
B. INFRASTRUCTURE CONSTRAINTS AND LEGACY CONTRACTS	38 <u>40</u>
C. INCREASES IN DEMAND FOR AUTOMOBILE PRODUCTION IN NORTH AMERICA LEAD TO A PERCIPITUOUS DECLINE AT THE BRISTOL FACILITY	39 <u>41</u>
D. PREPETITION TRADE CONTRACTION	39 <u>41</u>

E.	PREPETITION RESTRUCTURING EFFORTS	40 <u>42</u>
1.	Bristol Initiatives and Interim Accommodations	40 <u>42</u>
2.	Additional Incremental Financing Actions	41 <u>43</u>
3.	Capital Structure Negotiations, the Restructuring Support Agreement and the Debtors' Chapter 11 Plan	41 <u>43</u>
V.	THE CHAPTER 11 CASES	45 <u>47</u>
A.	FIRST DAY PLEADINGS	45 <u>47</u>
B.	DEBTOR-IN-POSSESSION FINANCING	45 <u>47</u>
C.	ACCOMMODATION AGREEMENTS	45 <u>47</u>
D.	SCHEDULES AND BAR DATES	45 <u>47</u>
VI.	THE PLAN	46 <u>48</u>
A.	INTRODUCTION	46 <u>48</u>
B.	CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN	46 <u>48</u>
C.	UNCLASSIFIED CLAIMS	48 <u>50</u>
1.	Administrative Claims	48 <u>50</u>
2.	Fee Claims	48 <u>50</u>
3.	Priority Tax Claims	48 <u>50</u>
4.	DIP Claims	49 <u>51</u>
5.	Prepetition Revolving ABL Facility Claims	49 <u>51</u>
D.	CLASSIFICATION OF CLAIMS AND INTERESTS	49 <u>51</u>
1.	Class 1 – Other Priority Claims	49 <u>51</u>
2.	Class 2 – Other Secured Claims	49 <u>52</u>
3.	Class 3 – Secured Note Claims	50 <u>52</u>
4.	Class 4 – Unsecured Note Claims	50 <u>52</u>
5.	Class 5 – General Unsecured Trade Claims	51 <u>53</u>
6.	Class 6 – Other General Unsecured Claims	51 <u>53</u>
7.	Class 7 – Intercompany Claims	52 <u>54</u>
8.	Class 8 – Intercompany Interests	52 <u>54</u>
9.	Class 9 – Subordinated Securities Claims	52 <u>54</u>
10.	Class 10 - Existing Chassix Holdings Equity Interests	52 <u>54</u>
E.	MEANS FOR IMPLEMENTATION	52 <u>54</u>

1.	Compromise and Settlement of Claims, Interests, and Controversies.....	52 <u>54</u>
2.	Global Settlement.....	53 <u>55</u>
3.	Actions of Dharma Holding Corporation and Triomphe Intermediate Holding Corporation.....	54 <u>56</u>
4.	Cancellation of Existing Securities and Agreements.....	54 <u>56</u>
5.	Corporate Structure.....	55 <u>57</u>
6.	Authorization and Issuance of Plan Securities.....	55 <u>57</u>
7.	Section 1145 Exemption.....	56 <u>58</u>
8.	Exit Financing.....	56 <u>58</u>
9.	Intercreditor Agreement.....	56 <u>58</u>
10.	Reorganized Debtors.....	57 <u>59</u>
11.	Bristol Facility.....	57 <u>59</u>
12.	Cancellation of Liens.....	58 <u>60</u>
13.	Management Employment Matters.....	58 <u>60</u>
14.	Withholding and Reporting Requirements.....	58 <u>60</u>
15.	Exemption from Certain Transfer Taxes.....	59 <u>61</u>
16.	Restructuring Transactions; Further Transactions.....	59 <u>61</u>
17.	Dissolution of Chassix Holdings.....	60 <u>62</u>
18.	Effectuating Documents.....	60 <u>63</u>
19.	Closing of the Chapter 11 Cases.....	61 <u>63</u>
F.	DISTRIBUTIONS.....	61 <u>63</u>
1.	Distribution Record Date.....	61 <u>63</u>
2.	Date of Distributions.....	61 <u>63</u>
3.	Timing of Distributions.....	61 <u>63</u>
4.	Disbursing Agent.....	61 <u>64</u>
5.	Powers of Disbursing Agent.....	62 <u>64</u>
6.	Delivery of Distributions.....	62 <u>64</u>
7.	Manner of Payment Under Plan.....	62 <u>64</u>
8.	Fractional Stock.....	62 <u>65</u>
9.	Minimum Cash Distributions.....	63 <u>65</u>
10.	Setoffs.....	63 <u>65</u>
11.	Distributions After Effective Date.....	63 <u>65</u>

	12. Allocation of Distributions Between Principal and Interest.....	63 <u>65</u>
G.	PROCEDURES FOR DISPUTED CLAIMS.....	64 <u>66</u>
	1. Allowance of Claims.....	64 <u>66</u>
	2. Objections to Claims.....	64 <u>66</u>
	3. Estimation of Claims.....	64 <u>66</u>
	4. No Distributions Pending Allowance.....	64 <u>66</u>
	5. Distributions After Allowance.....	65 <u>67</u>
	6. Resolution of Claims.....	65 <u>67</u>
	7. Disallowed Claims.....	65 <u>67</u>
H.	EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	65 <u>67</u>
	1. General Treatment.....	65 <u>67</u>
	2. Determination of Cure Disputes and Deemed Consent.....	66 <u>68</u>
	3. Payments Related to Assumption of Contracts and Leases.....	66 <u>68</u>
	4. Rejection.....	67 <u>69</u>
	5. Survival of the Debtors' Indemnification Obligations.....	67 <u>69</u>
	6. Compensation and Benefit Plans.....	68 <u>70</u>
	7. Insurance Policies.....	68 <u>70</u>
	8. Intellectual Property Licenses and Agreements.....	68 <u>70</u>
	9. Reservation of Rights.....	68 <u>70</u>
I.	CONDITIONS PRECEDENT TO THE EFFECTIVE DATE.....	69 <u>71</u>
	1. Conditions Precedent to Confirmation.....	69 <u>71</u>
	2. Conditions Precedent to the Effective Date.....	69 <u>71</u>
	3. Waiver of Conditions Precedent.....	70 <u>72</u>
	4. Effect of Non-Occurrence of Effective Date.....	71 <u>73</u>
J.	EFFECT OF CONFIRMATION.....	71 <u>73</u>
	1. Subordinated Claims.....	71 <u>73</u>
	2. Vesting of Assets.....	71 <u>73</u>
	3. Discharge of Claims and Termination of Interests.....	71 <u>73</u>
	4. Term of Injunctions or Stays.....	72 <u>74</u>
	5. Injunction Against Interference with Plan.....	72 <u>74</u>
	6. Releases by the Debtors.....	72 <u>74</u>
	7. Releases By Holders of Claims and Interests.....	73 <u>75</u>

8.	Exculpation	74 <u>76</u>
9.	Retention of Causes of Action/Reservation of Rights	74 <u>77</u>
10.	Solicitation of the Plan	75 <u>78</u>
11.	Plan Supplement	76 <u>79</u>
12.	Corporate and Limited Liability Company Action	76 <u>79</u>
K.	RETENTION OF JURISDICTION	76 <u>79</u>
L.	MISCELLANEOUS PROVISIONS	78 <u>81</u>
1.	Payment of Statutory Fees	78 <u>81</u>
2.	Substantial Consummation	79 <u>82</u>
3.	Dissolution of Creditors Committee	79 <u>82</u>
4.	Request for Expedited Determination of Taxes	79 <u>82</u>
5.	Amendments	79 <u>82</u>
6.	Revocation or Withdrawal of the Plan	79 <u>82</u>
7.	Severability of Plan Provisions upon Confirmation	80 <u>83</u>
8.	Governing Law	80 <u>83</u>
9.	Time	80 <u>83</u>
10.	Immediate Binding Effect	80 <u>83</u>
11.	Successor and Assigns	81 <u>84</u>
12.	Entire Agreement	81 <u>84</u>
13.	Notices	81 <u>84</u>
VII.	VALUATION OF THE DEBTORS	83 <u>86</u>
A.	OVERVIEW OF VALUATION	83 <u>86</u>
B.	ADDITIONAL ASSUMPTIONS REGARDING THE REORGANIZED DEBTORS	85 <u>88</u>
C.	VALUATION METHODOLOGY	86 <u>88</u>
VIII.	CERTAIN RISK FACTORS AFFECTING THE DEBTORS	88 <u>92</u>
A.	CERTAIN BANKRUPTCY LAW CONSIDERATIONS	88 <u>92</u>
1.	Risk of Non-Confirmation of the Plan of Reorganization	88 <u>92</u>
2.	Non-Consensual Confirmation	88 <u>92</u>
3.	Risk of Delay in Confirmation of the Plan	89 <u>92</u>
4.	Risks Related to the Restructuring Support Agreement and DIP Credit Facility	89 <u>92</u>
B.	ADDITIONAL FACTORS TO BE CONSIDERED	89 <u>92</u>

1.	The Debtors Have No Duty to Update	89 <u>92</u>
2.	No Representations Outside This Disclosure Statement Are Authorized	89 <u>93</u>
3.	Financial Projections Are Not Assured, Actual Results May Vary, and Variances from Financial Projections May Occur	89 <u>93</u>
4.	No Legal or Tax Advice Is Provided to You by This Disclosure Statement	90 <u>93</u>
5.	No Admission Made	90 <u>94</u>
6.	A Liquid Trading Market for the New Common Stock is Unlikely to Develop	90 <u>94</u>
7.	Business Factors and Competitive Conditions	90 <u>94</u>
IX. CERTAIN U. S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN		95 <u>99</u>
A.	CONSEQUENCES TO THE DEBTORS	96 <u>100</u>
1.	Cancellation of Debt	96 <u>100</u>
2.	Deconsolidation of the Debtors	97 <u>101</u>
3.	Potential Limitations on NOL Carryforwards and Other Tax Attributes	97 <u>101</u>
4.	Alternative Minimum Tax	99 <u>103</u>
B.	CONSEQUENCES TO HOLDERS OF CERTAIN CLAIMS	99 <u>103</u>
1.	Taxable Exchange	100 <u>4</u>
2.	Character of Gain or Loss	101 <u>5</u>
3.	Distributions in Respect of Accrued But Unpaid Interest or OID	102 <u>6</u>
4.	Ownership of Trade Claim Installment Obligation	102 <u>6</u>
5.	Disposition and Ownership of New Common Stock	102 <u>6</u>
6.	Ownership, Disposition and Exercise of the New Warrants	103 <u>7</u>
7.	Information Reporting and Backup Withholding	103 <u>7</u>
X. CONFIRMATION OF THE PLAN		104 <u>9</u>
A.	CONFIRMATION HEARING	104 <u>9</u>
B.	OBJECTIONS	104 <u>9</u>
C.	REQUIREMENTS FOR CONFIRMATION OF THE PLAN	106 <u>111</u>
1.	Requirements of Section 1129(a) of the Bankruptcy Code	106 <u>111</u>
2.	Requirements of Section 1129(b) of the Bankruptcy Code	109 <u>113</u>

3.	Alternative to Confirmation and Consummation of the Plan	11 4 <u>5</u>
4.	Nonconsensual Confirmation	11 2 <u>6</u>
XI.	CONCLUSION	11 3 <u>7</u>

DISCLAIMER

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (THE “**DISCLOSURE STATEMENT**”) IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE DEBTORS’ SECOND AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DATED AS OF APRIL ~~24~~24, 2015, (AS MAY BE AMENDED, MODIFIED, OR SUPPLEMENTED FROM TIME TO TIME, THE “**PLAN**”) AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.² A COPY OF THE PLAN IS ANNEXED HERETO AS **EXHIBIT A**. NO SOLICITATION OF VOTES TO ACCEPT THE PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE.

ALL CREDITORS ARE ADVISED AND ENCOURAGED TO READ THE DISCLOSURE STATEMENT AND THE PLAN **IN THEIR ENTIRETY** BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN SECTION VIII (CERTAIN RISK FACTORS AFFECTING THE DEBTORS) OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS ANNEXED TO THE PLAN AND THIS DISCLOSURE STATEMENT. **IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN, THE TERMS OF THE PLAN WILL GOVERN.**

THE DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b) AND NOT NECESSARILY IN ACCORDANCE WITH OTHER NON-BANKRUPTCY LAW.

THE DEBTORS BELIEVE THAT THE SOLICITATION OF VOTES ON THE PLAN MADE BY THIS DISCLOSURE STATEMENT, AND THE OFFER OF THE NEW COMMON STOCK THAT MAY BE DEEMED TO BE MADE PURSUANT TO THE SOLICITATION, ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND RELATED STATE STATUTES BY REASON OF THE EXEMPTION PROVIDED BY SECTION 1145(a)(1) OF THE BANKRUPTCY CODE, AND EXPECT THAT THE OFFER AND ISSUANCE OF THE NEW COMMON STOCK UNDER THE PLAN WILL BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND RELATED

² Unless otherwise expressly set forth herein, capitalized terms used but not otherwise herein defined shall have the same meanings ascribed to such terms in the Plan.

STATE STATUTES BY REASON OF THE APPLICABILITY OF SECTION 1145(a)(1) OF THE BANKRUPTCY CODE AND SECTION 4(A)(2) OF THE SECURITIES ACT.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING WITH RESPECT TO PROJECTED CREDITOR RECOVERIES AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT WILL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT WILL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, NOR WILL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE DEBTORS AND DEBTORS IN POSSESSION IN THESE CHAPTER 11 CASES.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF.

THE DEBTORS, THE OEM CUSTOMERS, THE CONSENTING NOTEHOLDERS AND PLATINUM EQUITY (COLLECTIVELY, THE “**PLAN SUPPORT PARTIES**”) SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN. THE PLAN SUPPORT PARTIES BELIEVE THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR ALL CREDITORS.

I.

EXECUTIVE SUMMARY³

On March 12, 2015 (the “**Commencement Date**”), each of Automotive Properties of New York, LLC, Chassix Holdings, Inc. (“**Chassix Holdings**”), UC Holdings, Inc. (“**UC Holdings**”), Chassix, Inc. (“**Chassix**”), Diversified Machine, Inc., Diversified Machine Bristol, LLC, Chassix Georgia Machining, LLC, DMI Columbus, LLC, Diversified Machine Montague, LLC, Diversified Machine, Milwaukee LLC, DMI Edon LLC, Mexico Products I, LLC, DMI China Holding LLC, Concord International, Inc., SMW Automotive, LLC, Automotive, LLC, Chassis Co. of Michigan, LLC, and AluTech, LLC (collectively, the “**Debtors**” and, together with their non-Debtor subsidiaries, the “**Enterprise**”), commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) a voluntary case pursuant to chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors’ chapter 11 cases are being jointly administered, for procedural purposes only, under the case *In re Chassix Holdings, Inc., et al.*, Case No. 15–10578 (MEW) (the “**Chapter 11 Cases**”).

The Plan implements a prearranged restructuring negotiated by the Debtors, and the Debtors’ major stakeholders, including an ad hoc committee comprised of holders of approximately 73% of the Debtors’ Secured Notes and approximately 80% of the Debtors’ Unsecured Notes (the “**Informal Committee of Noteholders**”), Platinum Equity Advisors LLC, the Debtors’ prepetition private equity sponsor, and certain affiliated entities and investment funds (collectively, “**Platinum Equity**”), and all of the Debtors’ largest customers, including General Motors LLC (“**GM**”), Ford Motor Company (“**Ford**”), FCA US LLC f/k/a Chrysler Group LLC (“**FCA**”), Nissan North America, Inc. (“**Nissan**”) and BMW Manufacturing Co., LLC (“**BMW**” and, together with GM, Ford, FCA, and Nissan, collectively, the “**OEM Customers**”), which will result in a significant and substantial infusion of new capital in the Debtors in the form of new debtor-in-possession and exit financing. The anticipated benefits of the Plan include, without limitation, the following:

- (a) Approximately \$250 million in debtor-in-possession financing comprised of a new \$150 million revolving asset based lending facility to be provided by PNC Bank, National Association and a new \$100 million term loan (which will convert to an exit term loan at emergence) to be provided by the Debtors’ Secured Noteholders, to facilitate operations during the Chapter 11 Cases;
- (b) An infusion of \$50 million by certain Secured Noteholders in the form of an additional new exit term loan at emergence, as well as a commitment from the Revolving DIP Lenders to work in good faith on

³ The following summary is qualified in its entirety by more detailed information contained in the Plan and elsewhere in this Disclosure Statement.

acceptable terms for converting the \$150 million Revolving DIP Credit Facility to an exit asset based lending facility, that will provide ongoing liquidity for the Debtors upon emerging from the Chapter 11 Cases;

- (c) Conversion of approximately \$375 million of the Debtors' Secured Notes and approximately \$158 million of the Debtors' Unsecured Notes to equity;
- (d) Agreements with the OEM Customers on long-term accommodations that will provide the Debtors with approximately \$45 million in annual price increases and new business and programs, as well as certain other valuable accommodations and protections, including waivers of setoff and plan distributions on account of the OEM Customers' substantial claims against the Debtors;
- (e) Prompt emergence from chapter 11; and
- (f) Pro Rata distributions to holders of allowed General Unsecured Claims subject to certain conditions set forth in the Plan.

The Plan provides for a comprehensive restructuring of the Debtors' prepetition obligations, preserves the going-concern value of the Debtors' businesses, maximizes all creditor recoveries, provides for an equitable distribution to all of the Debtors' stakeholders, and protects the jobs of the Debtors' invaluable employees. To evidence their support of the Debtors' restructuring, the Debtors, the Informal Committee of Noteholders, and Platinum Equity executed the Restructuring Support Agreement (as herein defined), a copy of which is annexed to the Plan.

The agreements that the Debtors have reached with the OEM Customers are also central to the Plan. Pursuant to those certain Accommodation Agreements (defined below), which were approved on a final basis by order of the Bankruptcy Court dated April 10, 2015 (ECF No. 255), the Debtors will receive long-term accommodations and pricing relief from the OEM Customers for the benefit of their estates, creditors and other stakeholders. In addition to the substantial pricing and new business awards mentioned above, these valuable accommodations include the following:

- (a) A right of last refusal on certain future programs;
- (b) A continuation of certain interim accommodation implemented prior to the Commencement Date with respect to the Debtors' facility in Bristol, Indiana (the "**Bristol Facility**") designed to fund the Debtors' operating losses at the Bristol Facility;
- (c) A waiver by the OEM Customers of certain significant fees and expenses including expenses relating to premium and expedited freight,

quality spill charges, outage costs, and third-party advisor fees and expenses;

- (d) Accelerated payment terms during the term of the Accommodation Agreements;
- (e) Restrictions on the OEM Customers' ability to resource programs to the Debtors' competitors; and
- (f) Agreements by the OEM Customers to waive and/or limit their ability to setoff or recoup charges against amounts owed to the Debtors.

In exchange for these accommodations, the Debtors have committed to continue to produce and deliver component parts to the OEM Customers during the term of the Accommodation Agreements, as well as to provide certain assistance in connection with any resourcing activities that may be permitted under the agreements. The Debtors have further agreed to provide the OEM Customers with certain limited access rights to utilize the Debtors' facilities and equipment in the event there is a substantial likelihood the OEM Customers' production will be interrupted. These accommodations provide the Debtors with significant value and are an essential component of the Debtors' Plan as well as for their long-term prospects for successes and sustainability.

The Plan provides for a significant deleveraging of the Debtors' balance sheet, as reflected in the chart below.

Pre-Petition Capital Structure		Post-Emergence Capital Structure	
Prepetition Revolving ABL Facility	\$135 million ⁴	Revolving Exit Facility	\$55 million ⁵
Secured Notes Due 2018	\$375 million	Converted Exit Term Loan	\$100 million
Unsecured Notes Due 2018	\$158 million	Additional Exit Term Loan	\$50 million
Capital Lease Obligations	<u>\$12 million</u>	Capital Lease Obligations	<u>\$12 million</u>
Total: Approx. \$680 million		Total: Approx. \$217 million	

In addition, the Plan implements a global release and settlement of numerous Debtor-creditor and inter-creditor issues with the Debtors' existing equity sponsor, Platinum

⁴ Approximate amount drawn on \$150 million Prepetition Revolving ABL Facility as of the Commencement Date.

⁵ Estimated amount to be drawn on \$150 million Revolving Exit Facility on the effective date of the Plan.

Equity, and the members of the Informal Committee of Noteholders (the “**Global Settlement**”). Under the Plan, and in accordance with the Global Settlement, the holders of Allowed Secured Note Claims will receive their Pro Rata share of approximately 97.5% of the New Common Stock in the Reorganized Debtors (the “**Secured Noteholder Common Stock Distribution**”) (subject to dilution as described below). In addition, as described in further detail below, under the terms of the Global Settlement, and in consideration of each of their substantial contributions to the Debtors’ Chapter 11 Cases: (a) the Unsecured Noteholders will receive their Pro Rata share of approximately 2.5% of the New Common Stock (the “**Unsecured Noteholder Common Stock Distribution**”) (subject to dilution by the Management Incentive Plan and, to the extent applicable, the exercise of the New Warrants) and warrants to purchase approximately 5% of the New Common Stock, as set forth in the Plan (the “**New Warrants**”); and (b) Platinum Equity will receive a release, as set forth in the Plan. In the event the Bankruptcy Court does not approve the terms of the Global Settlement, the Plan still provides for holders of Allowed Unsecured Noteholder Claims to receive the foregoing distribution if (a) each Class of Allowed Unsecured Note Claims votes to accept the Plan and (b) each Class of Allowed Other General Unsecured Claims and Allowed General Unsecured Trade Claims votes to accept the Plan. In the event either of the foregoing conditions is not met, the holders of Allowed Unsecured Note Claims will not receive or retain any property on account of their Claims under the Plan. If the Global Settlement is not approved or either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution will increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan). The terms of the Global Settlement, including the release and indemnification provisions incorporated in the Plan, are integral parts of the Plan and have been agreed to, and are supported by, the Debtors and the other Plan Support Parties.

The Plan also provides for the following distributions to holders of Allowed General Unsecured Claims:

- With respect to holders of Allowed General Unsecured Trade Claims, the Plan provides that each holder of an Allowed General Unsecured Trade Claim will receive its Pro Rata share of \$1,000,000 (the “**Trade Claim Distribution**”), in Cash, in full and final satisfaction of such holder’s Allowed General Unsecured Trade Claim; provided that any holder of an Allowed General Unsecured Trade Claim that enters into an agreement with the Debtors (or the Reorganized Debtors, as applicable) to extend Customary Trade Terms will receive its Pro Rata Share of the Trade Claim Distribution and, in addition, its Pro Rata share of \$4,000,000 (the “**Additional Trade Claim Distribution**”).
- With respect to holders of Allowed Other General Unsecured Claims, the Plan provides that, for any Class of Allowed Other General Unsecured Claims that votes to accept the Plan of any Debtor, holders of Allowed Other General Unsecured Claims in such Class will receive their Pro Rata share of \$2,000,000 (the “**General Unsecured Claim Distribution**”); provided that in the event that any Class of Other

General Unsecured Claims votes to reject the Plan with respect to any Debtor, the holders of Allowed Other General Unsecured Claims in such rejecting Class will not receive or retain any property under the Plan.

Substantially all of the Debtors' assets are subject to valid and perfected liens held by the DIP Lenders, the Prepetition Revolving ABL Lenders and the Secured Noteholders, which require payment in full prior to distributions to holders of unsecured Claims against the Debtors. Thus, on a going-concern basis, because the obligations owed by the Debtors to the DIP Lenders and the Secured Noteholders exceed the value of the Debtors, minimal (if any) distributions would be made to any holders of Claims against the Debtors other than the DIP Lenders and the Secured Noteholders absent consummation of the proposed Plan. Further, as set forth in the attached liquidation analysis (the "**Liquidation Analysis**"), outside of the proposed Plan, holders of non-priority unsecured Claims junior to the Claims of the DIP Lenders and the Secured Noteholders would receive no distribution in a liquidation of the Debtors' Estates. The Debtors have also explored the possibility of receiving additional distributable value from potential avoidance actions and litigation but the Debtors do not believe that any such receivables would be meaningful.

In developing the Plan, the Debtors gave due consideration to various exit alternatives and engaged in significant discussions and negotiations with representatives of and/or professionals for the Informal Committee of Noteholders, Platinum Equity and their other stakeholders. The Debtors also conducted a careful review of their current operations, prospects as an ongoing business and financial projections developed by management and estimated recoveries in a liquidation scenario, and concluded that recoveries to the Debtors' stakeholders will be maximized by the Debtors' continued operation as a going concern. The Debtors believe that their businesses and assets have significant value that would not be realized in a liquidation, either in whole or in substantial part. Consistent with the valuation, liquidation and other analyses prepared by the Debtors with the assistance of their advisors, the value of the Debtors is substantially greater as a going concern than in a liquidation.

The Debtors believe that any alternative to confirmation of the Plan, such as an attempt by another party to file a competing plan of reorganization, would result in significant delays, litigation and additional costs, and could negatively affect value by causing unnecessary uncertainty with the Debtors' key customer and supplier constituencies, including the OEM Customers, which could ultimately lower the recoveries for all holders of Allowed Claims. Additionally, any resulting breach of the milestones set forth in the Restructuring Support Agreement for confirmation of the Plan could jeopardize the willingness of the other Plan Support Parties, including the Informal Committee of Noteholders and Platinum Equity, to support the Plan.

The purpose of this Disclosure Statement is to provide holders of Claims entitled to vote to accept or reject the Plan with adequate information about (i) the Debtors' businesses and certain historical events, (ii) the Chapter 11 Cases, (iii) the Plan, (iv) the rights of holders of Claims and Interests under the Plan, and (v) other information necessary to enable each holder of a Claim to make an informed judgment as to whether to vote to accept or reject the Plan.

THE DEBTORS AND THE OTHER PLAN SUPPORT PARTIES URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO VOTE IN FAVOR OF THE PLAN.

II.

INTRODUCTION

Pursuant to section 1125 of the Bankruptcy Code, the Debtors submit this Disclosure Statement to all holders of Claims against and Interests in the Estates to provide information in connection with the solicitation of votes to accept or reject the Plan. The Disclosure Statement is organized as follows:

- Section I contains an executive summary.
- Section II includes certain general information.
- Section III provides an overview of the Debtors' businesses.
- Section IV sets forth key events leading to the Debtors' chapter 11 filings.
- Section V discusses the Chapter 11 Cases.
- Section VI contains a summary of the Plan.
- Section VII discusses the valuation of the Debtors.
- Section VIII describes certain factors affecting the Debtors.
- Section IX discusses certain U.S. federal income tax consequences.
- Section X addresses confirmation of the Plan.
- Section XI concludes this Disclosure Statement and recommends that eligible creditors vote to accept the Plan.

A. DISCLOSURE STATEMENT EXHIBITS

The following exhibits are annexed to this Disclosure Statement:

- **EXHIBIT A** – The Plan (with exhibits, including the Accommodation Agreements and Restructuring Support Agreement)
- **EXHIBIT B** – Debtors' Prepetition Organizational Structure
- **EXHIBIT C** – Projected Financial Information
- **EXHIBIT D** – Liquidation Analysis for the Debtors

B. THE DEBTORS' PROFESSIONALS

The Debtors have retained ~~or intend to retain~~ the following professionals pursuant to separate orders of the Bankruptcy Court: (i) Weil, Gotshal & Manges LLP

(“**Weil**”), as their legal advisors; (ii) Lazard Frères & Co. LLC (“**Lazard**”), as their investment bankers; (iii) FTI Consulting, Inc. (“**FTI**”), to provide the Debtors with an interim chief financial officer (the “**Interim CFO**”) and certain other personnel and to provide related restructuring support services; (iv) Ernst & Young LLP (“**E&Y**”), as their independent auditors and tax advisors; and (v) Prime Clerk LLC (“**Prime Clerk**” or the “**Voting Agent**”), as claims agent and administrative advisor. The contact information for these professionals is set forth below:

Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Ray C. Schrock, P.C. Marcia L. Goldstein, Esq. Matthew P. Goren, Esq. Tel: (212) 310-8000	Lazard Frères & Co. LLC 30 Rockefeller Plaza New York, New York 10112 Attn: Andrew Yearley Tel: (212) 632-1377
FTI Consulting, Inc. 227 West Monroe Street Suite 900 Chicago, Illinois 60606 Attn: David J. Woodward Tel: (312) 252-4058	Ernst & Young LLP One Kennedy Square Suite 1000 777 Woodward Avenue Detroit, Michigan 48226 Attn: Michael J. Boehm Tel: (313) 628-8901
Prime Clerk LLC 830 Third Avenue, 9th Floor New York, New York 10022 Attn: Benjamin Steele Tel: (212) 257-5490	

C. IMPORTANT DATES

Please take note of the following important dates and deadlines:

Deadline to file and serve any objection or response to the Plan (the “ Plan Objection Deadline ”)	June 19, 2015 at 5:00 p.m. (Eastern Time)
Deadline for completed ballots to be received by the Voting Agent (the “ Voting Deadline ”)	June 19, 2015 at 5:00 p.m. (Eastern Time)
Scheduled date and time for the commencement of the hearing to consider confirmation of the Plan (the “ Confirmation Hearing ”)	June 30, 2015 at 10:00 a.m. (Eastern Time)

D. BRIEF OVERVIEW OF THE PLAN⁶

The Plan described in this Disclosure Statement provides for the Debtors' prompt emergence from the Chapter 11 Cases, which the Debtors anticipate will occur on or before July 31, 2015.

In addition to the Plan, the principal terms of the negotiated settlement are set forth in the following agreements, each of which has been incorporated by reference into the Plan:⁷

- i. the Restructuring Support Agreement, dated March 11, 2015, by and among the Debtors, the Consenting Noteholders, and Platinum Equity (as may be amended, supplemented or modified from time to time in accordance with the terms thereof, the "**Restructuring Support Agreement**"), by which the parties thereto have affirmed their support for the restructuring embodied in the Plan; and
- ii. (a) that certain accommodation agreement (together with any exhibits or schedules thereto, the "**Multi-Customer Accommodation Agreement**"), dated March 11, 2015, between and among the Debtors, Ford, GM, FCA, Nissan, the DIP ABL Agent, and the DIP Term Agent, and (b) that certain accommodation agreement (together with any exhibits or schedules thereto, the "**BMW Accommodation Agreement**" and together with the Multi-Customer Accommodation Agreement, the "**Accommodation Agreements**"), between and among the Debtors, BMW, the DIP ABL Agent, and the DIP Term Agent, pursuant to such Accommodation Agreements the OEM Customers have agreed to provide the Debtors with certain valuable, long-term accommodations, including, without limitation, pricing accommodations on a number of go-forward programs and commitments for new business.

Pursuant to the Plan, and consistent with the terms of the Restructuring Support Agreement, the Debtors will restructure their debt obligations and implement a recapitalization with \$100 million of new capital being provided pursuant to the DIP Facilities that will convert to exit financing. The Debtors' Revolving DIP Lenders have also committed to work in good faith on acceptable terms for converting the \$150 million Revolving DIP Credit Facility to exit financing at emergence. In addition, certain members of the Informal

⁶ **This summary is qualified in its entirety by reference to the Plan.** Statements as to the rationale underlying the treatment of Claims and Interests under the Plan are not intended to, and will not, waive, compromise or limit any rights, claims or causes of action in the event that the Plan is not confirmed. You should read the Plan in its entirety before voting to accept or reject the Plan.

⁷ Copies of the Accommodation Agreements and the Restructuring Support Agreement are annexed to the Plan as **Exhibit "A"** and **Exhibit "B,"** respectively.

Committee of Noteholders have committed to provide the Debtors with an additional \$50 million in the form of a new exit term loan to provide the Reorganized Debtors with additional working capital to fund their businesses and operations.

Under the Plan, Secured Noteholders will receive their Pro Rata share of the Secured Noteholder Common Stock Distribution. As a part of the Global Settlement, pursuant to section 1123 of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), among the Debtors, the Consenting Noteholders, and Platinum Equity, the Plan provides that, in consideration of the substantial contribution provided by the Consenting Unsecured Noteholders to the Debtors’ Chapter 11 Cases in the form of, among other things, the Consenting Unsecured Noteholders’ cooperation in the Debtors’ restructuring efforts, the Consenting Unsecured Noteholders’ assistance and contribution in prepetition negotiations with the OEM Customers, the contribution by certain of the Consenting Unsecured Noteholders, as DIP Lenders, in the form of the DIP Term Loan, and generally their participation in prepetition negotiations that facilitated a speedy and consensual restructuring for the Debtors, Unsecured Noteholders will receive their Pro Rata share of the Unsecured Noteholder Common Stock Distribution and the New Warrants.

In addition, pursuant to the Global Settlement and in consideration of the substantial contribution provided by Platinum Equity to the Chapter 11 Cases in the form of, among other things, Platinum Equity’s management, consulting and advisory services leading up to and during the Chapter 11 Cases, its assistance in securing favorable pricing and accommodation terms and conditions for the Debtors in connection with the Chapter 11 Cases, its agreement to take, or not take, certain actions that could impact the tax attributes of the Reorganized Debtors, and its participation in prepetition negotiations that facilitated a speedy and consensual Restructuring for the Debtors, Platinum Equity will receive a release, as set forth in the Plan. Under the Plan, Platinum Equity will also receive reasonable and documented fees and expenses incurred in connection with the Debtors’ restructuring (subject to certain limitations).

In the event the Bankruptcy Court does not approve the terms of the Global Settlement pursuant to Bankruptcy Rule 9019, the Plan still provides for holders of Allowed Unsecured Noteholder Claims to receive the foregoing distribution if (a) each Class of Allowed Unsecured Note Claims votes to accept the Plan and (b) each Class of Allowed Other General Unsecured Claims and Allowed General Unsecured Trade Claims votes to accept the Plan. In the event either of the foregoing conditions is not met, the holders of Allowed Unsecured Note Claims will not receive or retain any property on account of their claims under the Plan.

The Plan further provides for the following distributions to holders of Allowed General Unsecured Claims:

- With respect to holders of Allowed General Unsecured Trade Claims, the Plan provides that each holder of an Allowed General Unsecured Trade Claim will receive its Pro Rata share of the Trade Claim Distribution in full and final satisfaction of such holder’s Allowed General Unsecured Trade Claim; provided that each holder of an

Allowed General Unsecured Trade Claim that enters into an agreement with the Debtors (or the Reorganized Debtors, as applicable) to extend Customary Trade Terms will receive its Pro Rata share of the Trade Claim Distribution and, in addition, its Pro Rata share of the Additional Trade Claim Distribution.

- With respect to holders of Allowed Other General Unsecured Claims, the Plan provides that, for any Class of Allowed Other General Unsecured Claims that votes to accept the Plan of any Debtor, holders of Allowed Other General Unsecured Claims in such Class will receive their Pro Rata share of the General Unsecured Claim Distribution; provided that in the event that any Class of Other General Unsecured Claims votes to reject the Plan with respect to any Debtor, the holders of Allowed Other General Unsecured Claims in such rejecting Class will not receive or retain any property under the Plan.

If (i) the Global Settlement is not approved by a Final Order or (ii) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution will increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).

A key component of the Debtors' prearranged Plan are the releases and exculpations granted to certain non-Debtor parties in consideration of their contributions to the Estates both prior to and after the Commencement Date. The non-Debtor parties being granted releases under the Plan include: (i) the Creditors Committee; (ii) the Administrative Agent; (iii) the Collateral Agent; (iv) the other Secured Parties under and as defined in the Security Agreement; (v) the DIP Lenders; (vi) the DIP Agents; (vii) the Consenting Secured Noteholders; (viii) the Consenting Unsecured Noteholders; (ix) the arrangers under each of the DIP Facilities and the Exit Facilities; (x) the administrative agents, collateral agents, and lenders under the Exit Financing; (xi) the OEM Customers; (xii) Platinum Equity; (xiii) the Prepetition Revolving ABL Lenders; (xiv) the Unsecured Note Indenture Trustee; (xv) the Secured Note Indenture Trustee; and (xvi) with respect to each of the foregoing entities, such entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current and former officers and directors, principals, shareholders, members, partners, employees, subcontractors, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants and nominees. The releases under the Plan are given by (i) the Debtors, and (ii) to the fullest extent permitted by applicable law, each holder of Claims and Interests against the Debtors other than any holder who voted to reject the Plan and elected not to check the opt in box on the applicable ballot indicating its consent to the release. The released claims include any and all claims or causes of action based on or relating to the Debtors, the Plan, the Restructuring, the Chapter 11 Cases taking place through the Effective Date, **including without limitation, all acts or omissions taken in connection with the issuance and use of proceeds of the Unsecured Notes from willful misconduct, gross negligence, and fraud.**

Pursuant to Section 10.7 of the Plan, if the Effective Date of the Plan occurs:

- Any holder of Claims or Interests that votes to reject the Plan may still indicate its consent to the granting of the releases contained in Section 10.7 of the Plan by checking the box on the applicable ballot.
- Subject to the reservation of rights set forth in the paragraph that immediately follows, the Debtors will argue that any holder of Claims or Interests that (i) votes to accept the Plan, (ii) elects not to vote, or (iii) submits an invalid ballot, should be deemed to have consented to the releases contained in Section 10.7 of the Plan to the fullest extent permitted by applicable law.
- With respect to any holder of Claims or Interests that (i) votes to accept the Plan but does not receive a distribution under the Plan as provided in Sections 4.4(c) and 4.6(b) of the Plan or (ii) elects not to vote, or (iii) submits an invalid ballot, the Debtors believe that the deemed consent of any such holder to the releases in Section 10.7 of the Plan to be valid and binding in accordance with applicable legal standards and the Debtors intend to prosecute that position in connection with the Confirmation Hearing; provided that whether such action or inaction under clause (i) or (ii) above is legally binding consent under applicable law will be determined by the Bankruptcy Court in connection with the Confirmation Hearing and the rights of all parties in interest with respect to that issue are expressly reserved.

The Debtors believe that the releases satisfy the applicable legal standards in the Second Circuit for granting such releases. The Debtors' believe that the applicable legal standards provide, among other things, that a court may enjoin a creditor from suing a third party, provided the injunction plays an important part in the debtor's reorganization plan." SEC v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.), 960 F.2d 285, 293 (2d Cir. 1992). Courts have found third party releases permissible when the provisions are important to a debtor's plan; where the claims are "channeled" to a settlement fund, rather than extinguished; where the enjoined claims would indirectly impact the debtor's reorganization by way of indemnity or contribution; where the released party provides substantial consideration; where the plan otherwise provides for the full payment of the enjoined claims; or where the creditors consent. Deutsche Bank AG v. Metromedia Fiber Network, Inc. (In re Metromedia Fiber Network, Inc.), 416 F.3d 136, 142 (2d Cir.2005).

The Debtors believe the releases and exculpations, including those granted under Section 10.6, 10.7 and 10.8 of the Plan, satisfy the applicable legal standards for approval and the Debtors intend to present a full case in support of their approval at the Confirmation Hearing. Among other things, the Debtors note that the releases and exculpations, including those set forth in Section 10.6, 10.7 and 10.8 of the Plan, are the product of extensive negotiations among a large and diverse group of parties and were necessary to the formulation of underlying support for the Plan – which represents the best chance for the Debtors to reorganize and avoid a highly likely and value destructive

liquidation. Without the releases contained in the Plan, the Debtors would not have obtained the high level of support that has enabled them to negotiate the financial restructuring represented by the Plan, which will, among other things, (i) provide for a distribution of value to General Unsecured Claims, (ii) presents a clear plan for the future of the Debtors' businesses, and (iii) allows the Debtors to emerge as a significantly de-leveraged, reorganized company. Each of the Released Parties made important contributions to the Debtors' reorganization by, among other things, foregoing certain rights and claims, providing value to the estates, or by negotiating, designing, implementing, and in some cases extending credit or funding the Plan. The significance attached to the releases by the Released Parties whose cooperation and assistance was necessary to the reorganization, the significant contribution on the part of each of the Released Parties to the Chapter 11 Cases, the increase in value available to creditors as a result of successfully consummating the proposed restructuring transactions, and the resulting distributions under the Plan, all demonstrate the integral nature of the releases to the Plan and their importance to what has been accomplished in these cases.

The terms of the Global Settlement, including the release and indemnification provisions incorporated in the Plan, are integral parts of the Plan and have been agreed to, and are supported by, the Debtors and the other Plan Support Parties.

Section VI of this Disclosure Statement provides a more detailed description of the Plan.

E. SUMMARY OF DISTRIBUTIONS AND VOTING ELIGIBILITY

The following summary table briefly outlines the classification and treatment of Claims against and Interests in the Estates under the Plan, and the voting eligibility of the holders of such Claims and Interests. **As set forth in the Plan, the classification of Claims and Interests set forth herein will apply separately to each of the Debtors.** The following summary table is qualified in its entirety by reference to the full text of the Plan.

CLASS NO.	TYPE OF CLAIM OR INTEREST	IMPAIRMENT	APPROX. ALLOWED AMOUNT ⁸	APPROXIMATE PERCENTAGE RECOVERY ⁹	ELIGIBLE TO VOTE
1	Other Priority Claims	Unimpaired	\$4 million	100% Each holder of an Allowed Other Priority Claim will receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, in each case, or as soon as reasonably practical thereafter.	No (presumed to accept)
2	Other Secured Claims	Unimpaired	\$10 million	100% Each holder of an Allowed Other Secured Claim will receive, at the option of the Debtors or the Reorganized Debtors, (i) payment in full in Cash in full and final satisfaction of such claim, payable on the Effective Date or as soon as reasonably practical thereafter, (ii) delivery of the collateral securing such Allowed Other Secured Claim and payment of any interest required under Section 506(b) of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	No (presumed to accept)
3	Secured Note Claims	Impaired	\$395 million	79.8% Pursuant to the Global Settlement set forth in Section 5.2 of the Plan, and subject to, and in accordance with, Section 5.16 of the Plan, on the Effective Date, each holder of an Allowed Secured Note Claim will be entitled to receive, in full and final satisfaction of such Allowed Secured Note Claim, its Pro Rata share of the Secured Noteholder Common Stock Distribution; <u>provided</u> that if (i) the Global Settlement is not approved by a Final Order or (ii) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution will increase to 100% of the New Common Stock (subject to dilution by the Management	Yes

⁸ The amounts set forth herein are estimates based upon the Debtors' books and records as of the Commencement Date. Actual allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims, and the negotiation of cure amounts. Consequently, the actual allowed amounts may vary from the approximate amounts set forth herein.

⁹ The approximate percentage recovery for each Class set forth in this Disclosure Statement is based upon certain assumptions that are subject to change. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Liquidation Analysis annexed to this Disclosure Statement as **Exhibit D**.

CLASS NO.	TYPE OF CLAIM OR INTEREST	IMPAIRMENT	APPROX. ALLOWED AMOUNT ⁸	APPROXIMATE PERCENTAGE RECOVERY ⁹	ELIGIBLE TO VOTE
				Incentive Plan).	
4	Unsecured Note Claims	Impaired	\$158 million	<p>8.3%</p> <p>Pursuant to the Global Settlement, and subject to, and in accordance with, Section 5.16 of the Plan, on the Effective Date, pursuant to the Global Settlement, each holder of an Allowed Unsecured Note Claim will be entitled to receive, in full and final satisfaction of such Allowed Unsecured Note Claim, its Pro Rata share of (i) the Unsecured Noteholder Common Stock Distribution and (ii) the New Warrants; <u>provided</u> that holders of Allowed Unsecured Note Claims will receive the foregoing Pro Rata distributions if the Global Settlement is approved or the following conditions occur:</p> <p>(i) the holders of Allowed Class 4 Unsecured Note Claims vote to accept the Plan; and</p> <p>(ii) each sub-class of Class 5 General Unsecured Trade Claims and Class 6 Other General Unsecured Claims votes to accept the Plan.</p> <p>In the event the Bankruptcy Court determines that the Global Settlement cannot be approved and each of the foregoing conditions have not been satisfied, holders of Allowed Unsecured Note Claims will not receive or retain any property under the Plan.</p>	Yes
5	General Unsecured Trade Claims	Impaired	\$31 million	<p>16.1%</p> <p>Except to the extent a holder of an Allowed General Unsecured Trade Claim has agreed to less favorable treatment or has been paid prior to the Effective Date, including pursuant to any Final Order, each holder of an Allowed General Unsecured Trade Claim will receive its Pro Rata share of the Trade Claim Distribution, in Cash, in full and final satisfaction of such holder's Allowed General Unsecured Trade Claim on the following distribution schedule: (i) ten percent (10%) payable on the Effective Date or as soon as practicable thereafter; (ii) forty-five percent (45%) payable one year after the Effective Date; and (iii) forty-five percent (45%) payable two years after the Effective Date; <u>provided</u> that any holder of a General Unsecured Trade Claim that enters into an agreement with the Debtors (or the Reorganized Debtors, as applicable) to extend Customary Trade Terms will receive its Pro Rata share of the Trade Claim Distribution and, in addition, its Pro Rata</p>	Yes

CLASS NO.	TYPE OF CLAIM OR INTEREST	IMPAIRMENT	APPROX. ALLOWED AMOUNT ⁸	APPROXIMATE PERCENTAGE RECOVERY ⁹	ELIGIBLE TO VOTE
				share of the Additional Trade Claim Distribution on the same schedule set forth above in Section 4.5(b) of the Plan.	
6	Other General Unsecured Claims	Impaired	Undetermined	<p>5%</p> <p>Except to the extent a holder of an Allowed Other General Unsecured Claim has agreed to less favorable treatment, on the Effective Date or as soon thereafter as is reasonably practicable, each holder of an Allowed Other General Unsecured Claim will receive the following treatment:</p> <p>(i) for any sub-class of Other General Unsecured Claims that votes to accept the Plan of any individual Debtor, each holder of an Allowed Other General Unsecured Claim in such accepting sub-class will receive its Pro Rata share of the General Unsecured Claim Distribution; and</p> <p>(ii) in the event any sub-class of Other General Unsecured Claims votes to reject the Plan with respect to any individual Debtor, the holders of Allowed Other General Unsecured Claims in such a rejecting sub-class will not receive or retain any property under the Plan on account of such Claims, including, for the avoidance of doubt, any Pro Rata share of the General Unsecured Claim Distribution. For the avoidance of doubt, to the extent any sub-class of Other General Unsecured Claims votes to reject the Plan and, therefore, is not entitled to receive any portion of the General Unsecured Claim Distribution, such Pro Rata portion attributable to the rejecting sub-class will be reallocated to the holders of Other General Unsecured Claims in other sub-classes that have voted to accept the Plan.</p>	Yes
7	Intercompany Claims	Unimpaired	NA	<p>NA</p> <p>On the Effective Date or as soon thereafter as is practicable, Intercompany Claims may be extinguished or compromised by distribution, contribution or otherwise, or Reinstated, at the discretion of the Debtors or the Reorganized Debtors, as the case may be, on or after the Effective Date; <u>provided</u> that all Intercompany Claims owing by Diversified Machine, Inc. to Chassix (whether or not represented by a note) will be contributed by Chassix to the capital of Diversified Machine, Inc. under the Plan.</p>	No (presumed to accept)

CLASS NO.	TYPE OF CLAIM OR INTEREST	IMPAIRMENT	APPROX. ALLOWED AMOUNT ⁸	APPROXIMATE PERCENTAGE RECOVERY ⁹	ELIGIBLE TO VOTE
8	Intercompany Interests	Unimpaired	NA	NA The Intercompany Interests will be Unimpaired under the Plan.	No (presumed to accept)
9	Subordinated Securities Claims	Impaired	NA	0% Holders of the Subordinated Securities Claims will not receive or retain any property under the Plan on account of such Claims.	No (deemed to reject)
10	Existing Chassix Holdings Equity Interests	Impaired	NA	0% The holder of Existing Chassix Holdings Equity Interests will not receive or retain any property under the Plan on account of such Interests.	No (deemed to reject)

Section VI.B of this Disclosure Statement provides a more detailed description of the treatment of Claims and Interests under the Plan.

Pursuant to the provisions of the Bankruptcy Code, only those holders of claims or interests in classes that are impaired under a plan of reorganization and that are not deemed to have rejected the plan are entitled to vote to accept or reject such proposed plan. Classes of claims or interests in which the holders of claims are unimpaired under a proposed plan are deemed to have accepted such proposed plan and are not entitled to vote to accept or reject the Plan. Classes of claims or interests in which the holders of claims receive no distribution under a proposed plan are deemed to have rejected such proposed plan and are not entitled to vote to accept or reject the Plan.

F. VOTING PROCEDURES

As set forth in more detail in Section VI.B of this Disclosure Statement, certain holders of Claims are entitled to vote to accept or reject the Plan. For each holder of a Claim entitled to vote, the Debtors have enclosed with the Disclosure Statement, among other things, a ballot and voting instructions regarding how to properly complete the ballot and submit a vote with respect to the Plan. Holders of more than one Claim will receive an individual ballot for each Claim. The individual ballots must be used to vote each individual Claim. For detailed voting instructions, please refer to the voting instructions and the ballot enclosed with this Disclosure Statement.

All completed ballots must be actually received by the Voting Agent at the following address no later than **5:00 p.m. (Eastern Time) on June 19, 2015** (*i.e.*, the Voting Deadline).

Via Regular Mail, Overnight Courier, or Hand Delivery:

Chassix Holdings, Inc.
Ballot Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, New York 10022

If you are a holder of a Claim that is entitled to vote on the Plan and you did not receive a ballot, received a damaged ballot or lost your ballot, or if you have any questions concerning the Disclosure Statement, the Plan, or the procedures for voting with respect to the Plan, please contact the Voting Agent at (844) 224-1137 (toll free) or (917) 962-8896 (international toll free).

**THE VOTING AGENT WILL NOT COUNT
ANY BALLOTS RECEIVED AFTER THE VOTING DEADLINE.**

G. CONFIRMATION UNDER SECTION 1129(B)

If a Class of Claims entitled to vote on the Plan rejects the Plan, the Debtors reserve the right to amend the Plan or request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code or both. In addition, with respect to the Classes that are deemed to have rejected the Plan, the Debtors intend to request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. Section 1129(b) permits the confirmation of a chapter 11 plan notwithstanding the rejection of such plan by one or more impaired classes of claims or interests. Under section 1129(b), a plan may be confirmed by a bankruptcy court if it does not “discriminately unfairly” and is “fair and reasonable” with respect to each rejecting class. A more detailed description of the requirements for confirmation of a nonconsensual plan is set forth in Section X of this Disclosure Statement.

H. CONFIRMATION HEARING

Pursuant to section 1128 of the Bankruptcy Code, the Confirmation Hearing will be held on **June 30, 2015 at 10:00 a.m. (Eastern Time)** before the Honorable Michael E. Wiles at the United States Bankruptcy Court for the Southern District of New York, Room 617, One Bowling Green, New York, NY 10004-1408.

Objections and responses to confirmation of the Plan, if any, must be served and filed as to be received on or before the Plan Objection Deadline, **June 19, 2015 at 5:00 p.m. (Eastern Time)**, in the manner described in the order approving this Disclosure Statement (the “**Disclosure Statement Order**”) and Section X.B of this Disclosure Statement. The Confirmation Hearing may be adjourned from time to time without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

III.

OVERVIEW OF THE DEBTORS' OPERATIONS

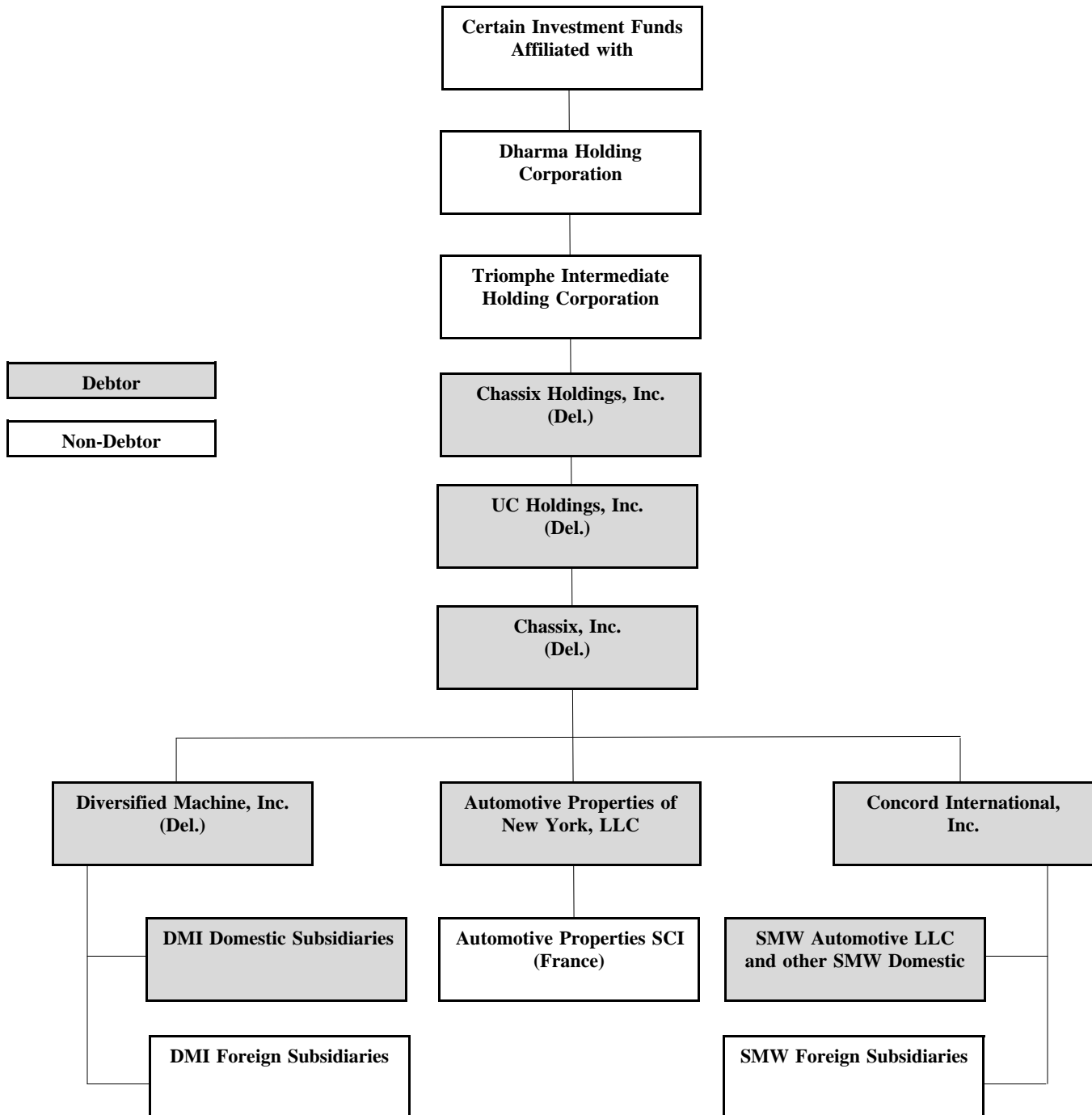
A. THE DEBTORS' BUSINESSES

Chassix is a leading global manufacturer and supplier of aluminum and iron chassis sub-frame components and powertrain products with both casting and machining capabilities. The Debtors are based in Southfield, Michigan and serve a diverse customer base that includes both original equipment manufacturers (“OEMs”) and Tier One suppliers. For the twelve months ended December 31, 2014, the Debtors generated approximately \$1.37 billion in revenue on a consolidated basis. As of December 31, 2014, the Debtors had approximately \$833 million in assets and \$784 million in liabilities on a consolidated basis.

The Debtors are currently one of the only suppliers of casted and machined parts such as steering knuckles and control arm components with global manufacturing capabilities in each of North America, South America, Asia and Europe. As of the Commencement Date, the Debtors employed approximately 3,500 employees, as well as several hundred temporary workers, in fifteen manufacturing facilities located throughout the United States, including facilities in New York, Georgia, Indiana, Massachusetts, Michigan, and Tennessee.

Chassix launched in 2013, and was the result of the integration of two separate businesses. The Debtors' two business lines—machining and casting—were vertically integrated through the combination of the two businesses in December of 2012. The following chart summarizes certain relevant aspects of the Debtors' corporate structure as of the Commencement Date. A more detailed summary of the Debtors' organizational structure as of the Commencement Date is attached hereto as **Exhibit B**.

Capital Structure as of the Commencement Date



B. THE DEBTORS' OPERATIONS

Chassix is one of the only suppliers of casted and machined parts with manufacturing capabilities in each of North America, South America, Europe, and China. The Debtors are the sole source provider on nearly all of the OEM platforms for which they supply component parts. All of the Debtors' operating facilities have full development, design, engineering, and testing capabilities.

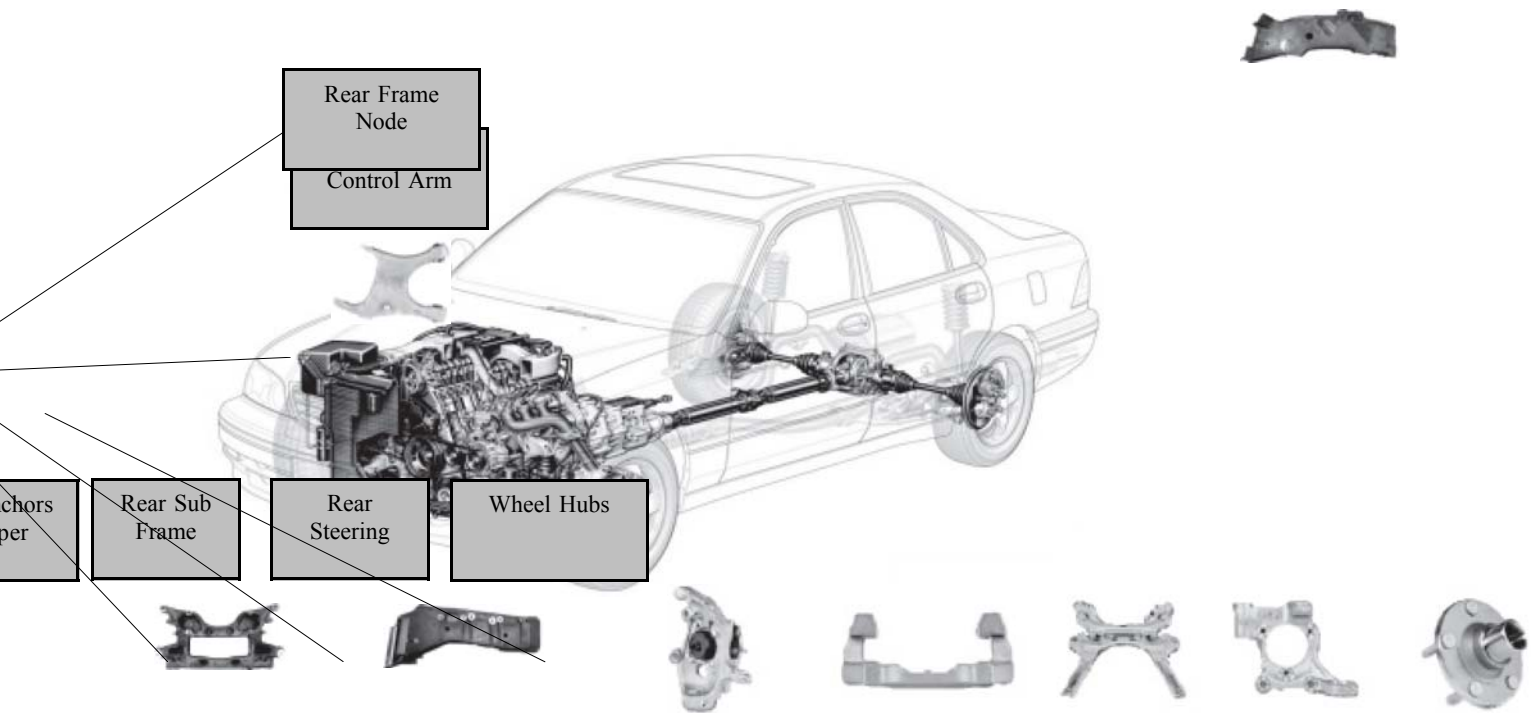
The Debtors and their subsidiaries operate twenty-three manufacturing facilities across six countries, providing safety critical automotive components, having content on approximately 64% of the largest platforms in North America. Their product mix maintains an even balance among trucks, minivans and SUVs, as well as small and medium size cars and cross-over vehicles. The Debtors supply component parts to the largest automotive manufacturers in the world, including General Motors, Ford, Fiat/Chrysler, Renault/Nissan, BMW, Volkswagen, and Daimler, as well as other global automotive OEMs and Tier One suppliers. The Debtors' contracted programs relate to nearly all of the high volume vehicles produced in North America, including, without limitation:

- (a) **Chrysler:** Jeep Grand Cherokee, Chrysler 300, Dodge Challenger, Dodge Charger, Dodge Durango and Dodge Ram;
- (b) **GM:** Chevy Cruze, Chevy Malibu, Chevy Impala, Chevy Silverado, GMC Sierra, Chevy Tahoe, GMC Yukon, Cadillac Escalade, GMC Acadia, Buick Enclave, Chevy Corvette, Cadillac SRX, Cadillac XTS and Chevy Traverse;
- (c) **Ford:** F-150, Fusion, Explorer, Mustang, Taurus, Edge and Transit;
- (d) **Nissan:** Altima, Maxima, Rogue and Pathfinder; and
- (e) **BMW:** X5 and X6.

Chassis Products









The Debtors have fully integrated design, development, testing, casting, and machining and assembly capabilities across a wide range of aluminum, ductile iron, and steel chassis components.

Representative Chassis Products



The Debtors' primary chassis products include steering knuckles, sub-frames and control arms. Steering knuckles, which comprise the Debtors' largest product category, are highly engineered components that, together with the steering arm, allow the wheel to pivot. Approximately 50% of the steering knuckles sold by the Debtors are aluminum, with the remainder manufactured from ductile iron. Other chassis components produced by the Debtors include wheel hubs, spindles, brake calipers and brackets. Safety critical chassis components are designed into OEM platforms and homologated, or crash-tested, in accordance with federal safety standards. Chassis products were responsible for approximately 97% of the Debtors revenue for the fiscal year ended December 31, 2014.

The following table describes the Debtors' chassis products:

<u>Product</u>		<u>Description</u>
Front Steering Knuckle		Main structural component for a front end vehicle suspension. Brakes, shocks and the wheel are all mounted to the steering knuckle. A front steering knuckle also has a steering arm for the control and alignment of the vehicle
Rear Steering Knuckle		Main structural component for a rear end vehicle suspension. Brakes, shocks and the wheels are all mounted to the steering knuckle.
Sub-Frame and Beams		Serviceable section of the frame or unibody of a vehicle chassis that can support suspension components or engine/driveline components. Typically used in front/rear construction of an independent suspension configuration.
Control Arms		Linkage between the steering knuckle and main frame component. Allows for independent vehicle suspension.
Brake Calipers and Brackets		Calipers are the main section of a hydraulic brake system that contains the pistons and the brake pads. Brackets are a key part of a brake caliper that retain the caliper during the braking cycle. The brake bracket is bolted to the steering knuckle.
Corner Modules		A chassis sub-assembly consisting of a steering knuckle, wheel bearing, wheel hub, dust shield and ABS sensor. In some cases the brake caliper and rotor are part of the sub-assembly. Corner modules allow for better control of the alignment of the wheel hub and brake caliper/rotor assembly for longer brake life.
Front Spindles		A spindle is used in a two-wheel drive vehicle configuration and is either a subassembly to the steering knuckle or can be machined as part of the steering knuckle. The wheel bearing and hub are pressed onto the spindle and the assembly is completed with a locking nut.
Wheel Hubs		The wheel of a vehicle is mounted to a hub via wheel studs that are installed in the hub with lug nuts. The hub is attached to a steering knuckle with a wheel bearing.

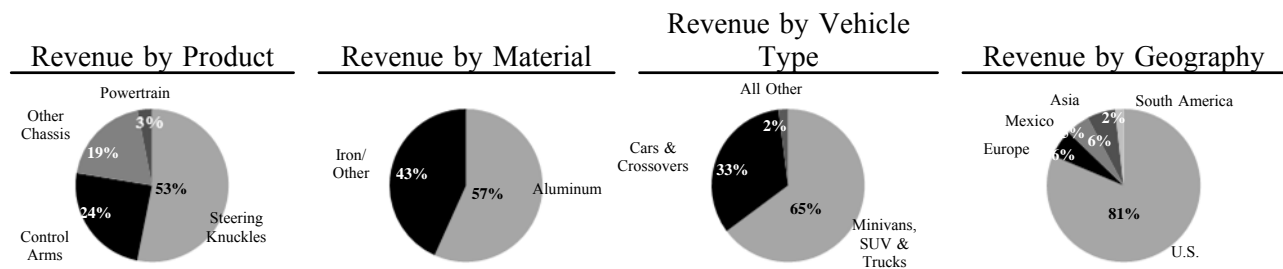
The Debtors' chassis products benefit from a number of competitive advantages that the Debtors have relative to their competitors, including: (i) fully integrated capabilities, including, without limitation, design and engineering, testing, and casting and machining capabilities; (ii) a defensible market position due to complexity of products and full engineering integration with customers; (iii) strong aluminum capabilities to leverage the migration of products from iron to aluminum for lighter, more fuel efficient vehicles; and (iv) highly engineered and proprietary design and manufacturing processes.

Powertrain Products

The Debtors' powertrain products include engine and cylinder blocks, cylinder heads, front covers, intake manifolds, bedplates and brackets. The Debtors specialize in

complex, thin-wall aluminum intakes, fully machined and assembled cylinder heads and engine blocks. The Debtors benefit from a unique capability to maintain cylindricity and other tight tolerances with engine blocks applications. The Debtors' powertrain capabilities also include design, testing and casting for both aluminum and iron components. The key powertrain manufacturing processes include broaching, rack rolling, hard and precision turning, micro finishing, grinding and assembly. Powertrain products were responsible for 3% of the Debtors' revenue for the fiscal year ended December 31, 2014.

The following charts detail the revenue for the Enterprise by product, material, vehicle type and geography for the twelve months ended December 31, 2014.



For the fiscal year ended December 31, 2014, approximately 58% of the Debtors' sales were of aluminum components and approximately 42% were of iron components. As set forth above, the Debtors' significant capabilities with respect to both aluminum and iron components give them a distinct advantage over their competitors and their strength in aluminum components positions them well as automakers are increasingly utilizing aluminum parts instead of steel to reduce vehicle weight and improve fuel efficiency. Based on their book of business and the impact of increased fuel-efficiency standards, the Debtors anticipate a significant shift in revenue towards aluminum products over iron products in the coming years.

For the twelve months ended December 31, 2014, the Debtors generated approximately \$1.37 billion of net sales and \$21.6 million of pro forma adjusted EBITDA.

C. THE DEBTORS' BUSINESS MODEL

As is common-place throughout the automotive industry, the Debtors' businesses function under a tiered supply chain structure. Under this structure, upstream from the car manufacturers (*i.e.*, the OEMs) are Tier One suppliers, like the Debtors, that produce the specialized component parts, service parts and assembled goods ("**Component Parts**") needed for new vehicles. The Debtors' business relationships with their customers begin when the Debtors are awarded a new program, which generally occurs two or three years prior to the production launch. This system allows for high revenue visibility and a large program backlog (subject to ultimate production volumes on a particular platform). The Debtors estimate that, as of December 31, 2014, they had contractually booked revenue of more than \$5 billion over the five years ending December 31, 2019.

Generally, each Component Part manufactured by the Debtors is engineered and designed in partnership with the applicable customer. Key Component Parts must be designed, tested, and validated for quality and safety—a process that can take months or years to complete. In almost all cases, the Debtors are the sole manufacturer of the Component Parts which they supply for their customers. Accordingly, the chassis and powertrain products that the Debtors manufacture and produce are critical to their customers and cannot be easily replaced or resourced from alternative suppliers even with many months of lead time.

The Debtors deliver Component Parts to the OEMs on a "just-in-time" basis, matching the OEM's exact build schedule for a particular day and shift, thereby reducing inventory levels. To minimize inventory costs and allow for rapid shifts in manufacturing output based on consumer purchasing trends, the Debtors and their customers maintain a low inventory of finished parts and raw materials and may schedule deliveries of components directly to the assembly line. This system requires highly choreographed design, purchasing, shipping, inbound logistics and manufacturing operations, working in a highly synchronized manner. Because of the minimal inventory retained by the Debtors and by their customers and the short lead time on meeting orders, any breakdown in the supply chains could significantly impair—or even completely halt—the Debtors' production process. Any disruption in the Debtors' production could immediately impact their customers' ability to manufacture automobiles and could result in a significant shutdown in production of many of the largest vehicle platforms in North America. An OEM's ability to assemble cars, therefore, is directly dependent on the Debtors' ability to deliver Component Parts on schedule.¹⁰

¹⁰ Additional information regarding the critical nature of the Debtors' supply chain is set forth in the *Declaration of David J. Woodward Pursuant to Local Bankruptcy Rule 1007-2 in Support of Vendor Related First Day Motions* (ECF No. 25).

D. INTERNATIONAL OPERATIONS

In addition to their domestic operations, the Debtors maintain manufacturing facilities in five different international geographies and employ over 1,200 employees abroad. Internationally, the Debtors operate machining facilities in South America, Europe, and Asia as well as casting facilities in the People's Republic of China. The Debtors' international affiliates (all of which are non-Debtors) have historically been self-sustaining and cash generating, with funds flowing up to the United States parent in the form of management fees. From time to time, however, funds flow out of the United States cash management system to the foreign subsidiaries in the form of an intercompany loan and/or capital contributions to address either statutory requirements or specified liquidity needs.

E. PLATINUM EQUITY AND THE DMI/SMW INTEGRATION

Platinum Equity's ownership of the Debtors began in December 2011, with the purchase of Diversified Machine, Inc. and its subsidiaries (collectively, "**DMI**") from the Carlyle Group. At that time, DMI had an established history as a global manufacturer of precision chassis and suspension products, including steering knuckles and control arms, as well as engine products, including engine blocks and cylinder heads. The sale and purchase was accomplished on December 1, 2011, when UC Holdings, then the sole shareholder of DMI, was acquired via merger by Dharma Holding Corporation ("**DHC**"), a wholly-owned subsidiary of certain private equity funds sponsored by Platinum Equity, LLC, through its subsidiary Dharma Intermediate Holding Corporation ("**DIHC**").

Platinum Equity subsequently purchased Concord International, Inc., the parent of SMW Automotive LLC, and Automotive Properties of New York, LLC (together, "**Concord**" or "**SMW**"), in the first quarter of 2012. Specifically, on January 13, 2012, Triomphe Intermediate Holding Corporation ("**TIHC**"), an indirect wholly-owned subsidiary of certain private equity funds sponsored by Platinum Equity, LLC through DHC and the parent company of UC Holdings, acquired the equity of Concord. DIHC was subsequently merged into TIHC through DHC and the parent company of UC Holdings.

What is now known as Chassix was later formed in the fourth quarter of 2012, through the combination of the two separate businesses. Specifically, on December 21, 2012, TIHC contributed its 100% equity interests in DMI and Concord to DMI SMW Holding Corporation. Beginning in December, 2012, DMI SMW Holding Corporation began to integrate the operations of DMI and SMW. On May 6, 2013, DMI SMW Holding Corporation changed its name to Chassix. By combining the machining and casting businesses of DMI and SMW the Debtors positioned themselves as one of the few Tier One suppliers able to offer aluminum and iron casting as well as machining and assembly.

Since purchasing DMI in December 2011, Platinum Equity has contributed and invested approximately \$450 million in the Debtors' businesses and operations.

Corporate Advisory Services Agreements

Since acquiring the Debtors' businesses in 2011 and 2012, Platinum Equity, by and through certain of its direct and indirect affiliates and subsidiaries, has supplied the

Debtors, pursuant to certain advisory services agreements (the “**Advisory Agreements**”), with advisory services, including, without limitation, management and financial planning advice; general business advice; assistance and advice regarding negotiating and obtaining financing; accounting advice; and advice and assistance with respect to commercial and marketing activities. The Advisory Agreements generally provide that DHC or TIHC, on behalf of certain Debtors, pay an annual fee, which is capped at \$5 million per year (plus related expenses), to certain Platinum Equity entities for the management of, and financial advisory services and oversight provided to, the Debtors.

F. PREPETITION CAPITAL STRUCTURE

As of the Commencement Date, the Debtors had outstanding funded debt obligations in the aggregate amount of approximately \$680 million, which amount consists of (i) approximately \$135 million in secured borrowings under the Debtors’ Prepetition Revolving ABL Facility, (ii) approximately \$375 million in principal amount of Secured Notes, (iii) approximately \$158 million in principal amount of Unsecured Notes, and (iv) approximately \$12 million in capital lease obligations.

Because the Debtors are privately held, they are not subject to the information disclosure requirements of the Securities Exchange Act of 1934, as amended. Accordingly, the Debtors do not file annual, quarterly, or current reports or any other financial information with the Securities and Exchange Commission.

1. The Prepetition Revolving ABL Facility

On July 23, 2013, Chassix, together with its domestic subsidiaries, as co-borrowers and guarantors, and UC Holdings, as parent guarantor, entered into that certain amended and restated loan and guaranty agreement (as thereafter amended or modified from time to time, the “**Prepetition Revolving ABL Facility**”) with BMO Harris Bank N.A., providing the Debtors with a \$125 million asset-based revolving credit facility. On June 6, 2014, pursuant to that certain Commitment Increase Joinder, the revolving loan commitments under the Prepetition Revolving ABL Facility were increased by \$25 million to \$150 million. Funds from the Prepetition Revolving ABL Facility are used for working capital purposes.

Up to \$25 million of the Prepetition Revolving ABL Facility was available for issuances of letters of credit and any such issuance of letters of credit reduced the amount available under the Prepetition Revolving ABL Facility on a dollar-for-dollar basis. Availability under the Prepetition Revolving ABL Facility was capped by a borrowing base, calculated based on certain percentages of the value of the borrowers’ inventory and receivables and subject to certain reserves and sub-limits.¹¹ Borrowings under the Prepetition

¹¹ As described in further detail below, on February 6, 2015, the Debtors entered into an amendment with the lenders under the Prepetition Revolving ABL Facility pursuant to which, among other things, the parties agreed to: (i) shorten the maturity date until March 6, 2015 (which was thereafter extended by amendment to the Commencement Date), (ii) pay interest at the base rate plus 3.75% per annum on a monthly basis, (iii) pay an unused commitment fee of 0.375% per annum paid monthly and (iv) eliminate the fixed charge coverage ratio and implement daily cash dominion sweeps.

Revolving ABL Facility bore interest, at the option of Chassix, at either (i) a base rate or (ii) a LIBOR rate plus, in each case, an applicable margin ranging from 0.75%–1.25% for base rate loans and 1.75%–2.25% for LIBOR rate loans, in each case based on the amount of average excess availability as reported on the most recently delivered borrowing certificate. A commitment fee was payable quarterly in arrears at rates per annum, depending on average usage under the Prepetition Revolving ABL Facility, of 0.375% or 0.50% of the average daily unused amount of the commitments in respect of the Prepetition Revolving ABL Facility. Prior to the amendment described below, the Prepetition Revolving ABL Facility was scheduled to mature on December 21, 2017. The Prepetition Revolving ABL Facility included a financial maintenance covenant whereby UC Holdings and its subsidiaries on a consolidated basis must maintain a minimum fixed charge coverage ratio of 1.0:1.0, tested on the last day of each fiscal quarter only if there exists an Event of Default (as defined in the Prepetition Revolving ABL Facility) or if undrawn availability under the Prepetition Revolving ABL Facility is less than the greater of 10% of the maximum borrowing amount under the Prepetition Revolving ABL Facility and \$7.5 million for five consecutive business days.

As set forth above, the Prepetition Revolving ABL Facility is guaranteed by UC Holdings and each of its current and future direct and indirect wholly-owned subsidiaries other than (i) certain immaterial subsidiaries, (ii) certain foreign subsidiaries, and (iii) any subsidiary of any borrower prohibited by requirements of law or an existing contractual restriction from being joined as a guarantor of the Prepetition Revolving ABL Facility. The Prepetition Revolving ABL Facility is secured by a first-priority lien on substantially all accounts, deposit and securities accounts, and inventory (collectively, the “**ABL Priority Collateral**”). Subject to certain exclusions, the Prepetition Revolving ABL Facility is also secured by a second-priority lien on substantially all real estate assets, intellectual property, equipment, capital stock held by the Debtors and all other collateral other than the ABL Priority Collateral (collectively, the “**Notes Priority Collateral**”).

On February 6, 2015, as part of their prepetition restructuring efforts, the Debtors negotiated an amendment to the Prepetition Revolving ABL Facility (the “**ABL Amendment**”) that provided the Debtors with approximately \$23 million in additional liquidity by, among other things, eliminating certain borrowing base reserves and the springing fixed charge coverage ratio covenant. The ABL Amendment also shortened the maturity date on the Prepetition Revolving ABL Facility to March 6, 2015 (which was thereafter extended by amendment to the Commencement Date). Closing on the ABL Amendment allowed the Debtors to extend their cash runway, which provided them with the time necessary to negotiate a prearranged restructuring with their key constituencies. Contemporaneously therewith, the Debtors also moved the monthly deliveries of borrowing base certificates under the Prepetition Revolving ABL Facility to weekly deliveries, which provided the Debtors with an additional \$6 to \$7 million liquidity benefit by the end of February 2015.

As of the Commencement Date, the Debtors had drawn approximately \$135 million under the Prepetition Revolving ABL Facility.

2. The Secured Notes

On July 23, 2013, Chassix, together with the guarantor parties thereto, entered into an indenture (the “**Secured Note Indenture**”) with U.S. Bank National Association, as trustee and collateral agent, pursuant to which Chassix issued \$350 million in aggregate principal amount of 9 1/4% Secured Notes due 2018 (*i.e.*, the Secured Notes) in a private offering exempt from registration under the Securities Act of 1933, as amended (the “**Securities Act**”). An additional \$25 million of Secured Notes were thereafter issued pursuant to a supplemental indenture dated June 17, 2014. The proceeds of the Secured Notes were used to repay outstanding borrowings under the Debtors’ existing indebtedness, to pay related fees and expenses, and for general corporate purposes. The Secured Notes mature on August 1, 2018.

Chassix pays interest on the Secured Notes semi-annually, in arrears, at the rate of 9 1/4% per year, payable in cash, on February 1 and August 1 of each year. The Notes are guaranteed on a senior secured basis by UC Holdings and all of Chassix’s existing domestic subsidiaries and all future domestic subsidiaries that guarantee its indebtedness or indebtedness of any subsidiary guarantor, including any indebtedness under the Prepetition Revolving ABL Facility. The Secured Notes are secured by a first-priority lien on all Notes Priority Collateral and a second-priority lien on all ABL Priority Collateral.

As discussed in further detail below, the Debtors’ \$17.3 million interest payment due on February 2, 2015, was a significant driver in the timing and commencement of the Chapter 11 Cases.

3. The Intercreditor Agreement

The relative priorities of the liens held by the holders of the Secured Notes and the lenders for the Prepetition Revolving ABL Facility and restrictions on the ability to exercise remedies against collateral are subject to that certain Intercreditor Agreement (the “**Intercreditor Agreement**”) by and between BMO Harris Bank N.A., as ABL Collateral Agent and U.S. Bank National Association, as Notes Collateral Agent, dated as of July 23, 2013. In accordance with the Intercreditor Agreement, the holders of the Secured Notes and the lenders for the Prepetition Revolving ABL Facility agree that (i) the Prepetition Revolving ABL Facility liens on the ABL Priority Collateral are senior in all respects and prior to any lien on such collateral by the holders of the Secured Notes; and (ii) the liens that the holders of the Secured Notes have on the Notes Priority Collateral will be senior and prior to any liens the Prepetition Revolving ABL Facility lenders may have on such collateral.

4. The Unsecured Notes

On December 13, 2013, Chassix Holdings entered into an Indenture (the “**Unsecured Note Indenture**”) with U.S. Bank National Association, as trustee (the “**Unsecured Indenture Trustee**”),¹² pursuant to which Chassix Holdings issued \$150 million

¹² By agreement dated as of March 6, 2015, Delaware Trust Company succeeded U.S. Bank National Association as Unsecured Indenture Trustee.

in aggregate principal amount of 10%/10.75% Senior PIK Toggle Notes due 2018 (“**Unsecured Notes**”) in a private offering exempt from the registration requirements under the Securities Act. The Unsecured Notes are unsecured and are not guaranteed. Most of the purchasers of the Unsecured Notes were the same funds and financial institutions that previously purchased the Debtors’ Secured Notes. The proceeds of the Unsecured Notes were used to pay a special dividend to Platinum Equity and costs and expenses related to the offering. The Unsecured Notes mature on December 15, 2018. Chassix Holdings pays interest on the Unsecured Notes semi-annually, in arrears, at the rate of 10% per year with respect to cash interest and 10.75% per year with respect to payment in kind (PIK) interest, payable on June 15 and December 15 of each year.

At the initial stages of the Debtors’ restructuring discussions, a cash interest payment for the Senior Unsecured Notes came due on December 15, 2014. Although the Unsecured Note Indenture permits the Debtors, in certain situations, to pay interest in kind in lieu of payment in cash, they were required under the Unsecured Note Indenture to elect to exercise that option in June 2014 prior to the commencement of the interest period, which the Debtors had not elected to do. In an effort to conserve cash while they continued restructuring negotiations, and after consulting with their advisors as well as representatives of the Informal Committee of Noteholders, the Board of Directors for Chassix Holdings determined that it was in the Debtors’ best interests not to make the cash payment at that time. Accordingly, on December 30, 2014, Chassix Holdings commenced a solicitation of consents and waivers (the “**Consent Solicitation**”) soliciting the holders of Unsecured Notes to agree to waive any default resulting from the failure to make the December 15, 2014 interest payment, permit the payment to be made in the form of additional principal of Unsecured Notes, and approve certain proposed amendments to the Unsecured Notes Indenture to enable the same. The Consent Solicitation was supported by an overwhelming majority of the holders of the Unsecured Notes, achieving nearly 99% acceptance.

As a result, on January 5, 2015, pursuant to the Unsecured Notes Indenture, Chassix Holdings entered into a first supplemental indenture (the “**Supplemental Indenture**”) to the Unsecured Notes Indenture, pursuant to which holders of Unsecured Notes who provided their consent and waiver (the “**Consenting Holders**”) in accordance with the Consent Solicitation received amended Unsecured Notes (the “**Consenting Holder Notes**”), which were increased by an aggregate principal amount equal to 10.75% of the Unsecured Notes held by Consenting Holders in lieu of cash interest for the December 15, 2014 interest payment date (the “**PIK Payment**”).¹³

¹³ The additional Unsecured Notes issued pursuant to the PIK Payment provided that holders of 50.1% or more of the Consenting Holder Notes would be able to give a notice to Chassix Holdings no earlier than the first business day following January 31, 2015, requiring that Chassix Holdings redeem all Consenting Holder Notes in an amount equal to the aggregate principal amount of additional Unsecured Notes. The Supplemental Indenture amended the Unsecured Notes Indenture and the Unsecured Notes (including any related default provisions) as necessary to permit the PIK Payment and the redemption feature described herein.

As of the Commencement Date, the principal amount of the Unsecured Notes was approximately \$158,000,000.

5. Capital Lease Obligations

As of December 31, 2014, the Debtors had capital lease obligations totaling approximately \$12 million, which were used to finance various specialized equipment and machinery. The collateral for the capital lease obligations is the equipment and other property that is being leased and the maturity dates range from 2015 through 2018.

6. Foreign Debt

As of December 31, 2014, the foreign debt of the Enterprise was approximately \$31 million, which includes, among other things, \$6 million in foreign capital lease obligations, several working capital and equipment loans, and an accounts receivable pledging arrangement. Collateral for the Enterprise's foreign debt includes certain foreign equipment, certain real estate assets, and pledged accounts receivable. Maturity dates for the foreign debt range from 2015 through 2018 at interest rates ranging from 2.5% to 8.7%

G. PENDING LITIGATION

The following is a summary of current litigation involving the Debtors.

1. *Albreit et al. v. DMI Vaux, et al., RG Nos. 13/00310 et seq.; Bougerol et al. v. DMI Vaux et. al., RG Nos. 13/00327 et seq.; Uzan v. DMI Vaux et al., RG No. 13/00567*, pending in the Commercial Court of Montlucon, France. Subsequent to the filing of insolvency by DMI Vaux ("**Vaux**"), a former French subsidiary of DMI, with the Commercial Court of Montlucon in 2012, approximately 153 former managers and employees of Vaux have initiated a total of three independent lawsuits in the Labour Court of Montlucon in 2013. The Debtors understand that the basis of the plaintiffs' claims all concern allegations that their terminations were "unfair" under French labor law and, as a result, the plaintiffs are seeking damages. A hearing is currently scheduled for December 19, 2015, regarding the executives' claims, and a hearing is expected to take place in the first half of 2015 regarding the employees' claims. The Debtors strongly dispute the validity of the claims and any associated liability.

2. *Allison Transmission, Inc. v. DMI Milwaukee LLC, Diversified Machine, Milwaukee LLC, Diversified Machine, Inc. (a Delaware Corporation), Diversified Machine, Inc. (an Indiana Corporation) and Chassix, Inc.*, pending in the Superior Court, Marion County, In the State of Indiana with a Cause No. 49D06-1401-PL-001337. By Amended Complaint, dated March 11, 2014, Allison asserts causes of action for breach of contract, promissory estoppel, replevin and various alter ego theories of recovery including successor liability, agency and course of performance liability. The claims relate to the closure of Diversified Machine, Milwaukee LLC's manufacturing facility in Wisconsin. Allison claims, in general, that as a result of the closure of that facility it was required to resource certain transmission component parts to an alternative supplier at a higher cost. As a result, Allison claims damages, prejudgment interest, attorneys' fees and all other relief that is just and

proper. The case is currently stayed as a result of the automatic stay. The Debtors strongly dispute the validity of the claims and any associated liability.

3. ***C.M.R. Manufacturing Company d/b/a Roofcore International v. DMI Columbus, LLC, Diversified Machine, Inc. d/b/a Diversified Columbus, LLC and Chassis Georgia Machining, LLC f/k/a DMI Columbus Real Estate Holdings, LLC***, pending in the Superior Court, State of Georgia, Muscogee County, Civil Action File No. SU14CV913-08. Roofcore primarily asserts causes of action for breach of contract relating to Roofcore's installation of a roofing system at DMI Columbus, LLC's foundry in Columbus, GA. The action is currently stayed as a result of the automatic stay. The Debtors strongly dispute the validity of the claims and any associated liability.

IV.

KEY EVENTS LEADING TO THE COMMENCEMENT OF THESE CHAPTER 11 CASES

A combination of operational and financial difficulties in 2014 due to, among other things, underpriced contracts and programs, compounded by a marked spike in the demand for automobile production in North America at a time when there was limited capacity in the machining and casting sectors, began to overwhelm the Debtors' manufacturing facilities—in particular, the Bristol Facility, which experienced an unanticipated and precipitous decline in performance. As set forth in further detail below, by the fourth quarter of fiscal year 2014, the Debtors were failing to meet projections and were facing an imminent liquidity crisis.

A. INITIAL INTEGRATION AND COST SAVING INITIATIVES

As a part of their integration efforts, and after carefully examining the Debtors' financial projections and operations, the Debtors determined that it was necessary to implement certain measures that were designed to (i) optimize the Debtors' manufacturing footprint, (ii) realize purchasing savings by leveraging greater combined purchasing power, and (iii) increase vertical integration, or insourcing, by producing certain castings internally that the Debtors had previously purchased from third parties. Thereafter, the Debtors merged certain of their machining and casting facilities, closed unprofitable plants located in Port Huron, Michigan and Edon, Ohio, and opened a new machining facility in Columbus, Georgia. The Debtors also closed their facility in Milwaukee, Wisconsin, which was determined to be non-core to the Debtors' overall integration strategy.

B. INFRASTRUCTURE CONSTRAINTS AND LEGACY CONTRACTS

Although the Debtors were making strides to realize cost savings and synergies through their integration efforts, they faced additional constraints with respect to their equipment and infrastructure. The Debtors' infrastructure required significant upgrade and repair. Generally, the equipment utilized by the Debtors in their manufacturing has a lifetime of ten to fifteen years. Most of DMI and SMW's machinery and equipment was at or near

the end of its respective useful lifetime (*e.g.*, 79% of the molding equipment was over ten years old) and required extensive, unexpected maintenance and improvement.

Additionally, some of the manufacturing facilities that had been acquired required considerable technological and structural upgrades. In the three years prior to the Commencement Date, the Debtors invested approximately \$300 million to upgrade their infrastructure and purchase new machines in an attempt to meet production demands.

In addition, the Debtors also inherited a number of contracts and programs that were negotiated during a time when DMI and SMW were competitors engaging in bidding wars. As a result, certain of the Debtors' legacy contracts were negotiated in a competitive landscape that created destructive pricing conditions and, in some cases, failed to account for maintenance and other capital expenditure costs or current production costs.

**C. INCREASES IN DEMAND FOR AUTOMOBILE
PRODUCTION IN NORTH AMERICA LEAD TO A
PERCIPITUOUS DECLINE AT THE BRISTOL FACILITY**

As the Debtors continued to pursue their integration efforts, the automotive industry as a whole began to experience significant growth. The industry's growth was followed by a corresponding spike in demand, which quickly brought to light the level to which certain of the Debtors' programs had been underpriced. As the Debtors struggled to meet the increase in demand, their situation was aggravated by a number of new program launches in 2014 – including the CD4 chassis program – which began to overload the Debtors' equipment and facilities. These complications were most prevalent at the Debtors' Bristol Facility.

In 2014, the Bristol Facility was responsible for the most new business of all of the Debtors' manufacturing facilities, with twelve new launches—compared to seven new launches in 2013. To meet production demands, the Debtors relied heavily on existing machinery and equipment at the Bristol Facility while making significant investments in additional equipment. Notwithstanding this investment, by the fourth quarter of 2014, the Debtors were running almost all of the Bristol Facility's machinery and equipment at a relentless pace—operating shifts seven days per week rather than the standard five or six days to keep up with demand and production levels.

This non-stop level of activity prevented the Debtors from conducting routine maintenance and service checks on their equipment at the Bristol Facility. Not surprisingly, as the Debtors were forced to continue to operate their equipment at an unending pace to keep up with customer demand, they began to see a significant increase in the occurrences of machine and equipment breakdown, which reduced the overall equipment effectiveness (“OEE”) for the Debtors' inventory. These equipment failures and delays forced the Debtors to expend significant capital and resources on premium and expedited truck deliveries and, in some instances, expedited air shipment (including helicopters), in order to meet their scheduled deliveries for their customers. During the month of September 2014, the Debtors spent over 30% more in premium freight when compared to the same period in 2013.

In response to the decline in OEE and the missed delivery deadlines, certain of the Debtors customers insisted that the Debtors bring in outside advisors and consultants to oversee the production lines at Bristol and other facilities in an effort to mitigate the operational impediments. By September 2014, the Debtors were expending over \$2 million dollars per month in third-party advisor fees and expenses.

Even with the assistance of these outside advisors, however, the Debtors were unable to stave off the precipitous decline at the Bristol Facility. By the fourth quarter of 2014, the facility was incurring operating losses ranging from \$350,000 to \$500,000 per day.

D. PREPETITION TRADE CONTRACTION

As news of the Debtors' production and liquidity troubles began to permeate throughout the automotive industry, a number of the Debtors' suppliers and vendors began contacting management and demanding changes in payment and credit terms. Certain of the Debtors' vendors negotiated reductions in trade terms while others demanded that the Debtors pay cash in advance for further deliveries or post a letter of credit. Although the Debtors diligently worked with their advisors to resolve open vendor issues and avoid production stoppages, the actions taken by these vendors diminished the Debtors' cash position by approximately \$40 million in the months prior to the Commencement Date.

E. PREPETITION RESTRUCTURING EFFORTS

In light of the aforementioned issues, including the unprecedented difficulties facing the Bristol Facility, in the months preceding the Chapter 11 Cases, management, with the assistance of their advisors, took all available actions to preserve and extend the Debtors' liquidity and address their operational and financial concerns. In October 2014, the Debtors retained Oliver Wyman, Inc., a leading global automotive consulting firm, to assist with the operational challenges facing the Bristol Facility. In addition, the Debtors retained (i) FTI to provide an Interim CFO and additional personnel to assist with liquidity and cash forecasting and to provide other restructuring services, and (ii) Lazard to assist the Debtors in addressing their overall financial situation and to take steps to address their immediate interim liquidity needs. At this time, the Debtors also retained Weil to assist them in developing and implementing a comprehensive restructuring plan.

1. Bristol Initiatives and Interim Accommodations

Following an in-depth analysis of their businesses, the Debtors, with the assistance of their professionals, implemented certain operational initiatives specifically designed to address the situation at Bristol. These operational initiatives included (i) reducing spending costs related to production and external contractors, (ii) improving planning and scheduling, (iii) provisionally increasing the use of temporary workforce to meet customer needs, and (iv) transferring production to the Debtors' other facilities to alleviate some of the increased production stress.

Although these operational initiatives showed progress, it would be several months before they would have any meaningful impact on the Debtors' financial position and, absent an immediate infusion of capital, the Debtors were facing an imminent liquidity crisis.

To that end, in November 2014, the Debtors commenced negotiations with representatives of the OEM Customers, including Ford, GM, Chrysler, and (later) Nissan regarding interim financial accommodations with respect to the Bristol Facility.

Following nearly a month of good faith and arms' length negotiations, on or about December 31, 2014, the Debtors, together with the OEM Customers, agreed upon certain limited interim accommodations with respect to the Bristol Facility in the form of that certain proposed term sheet for interim accommodations (as thereafter amended from time to time, the "**Interim Accommodations Term Sheet**"), that would help shore up a portion of the Debtors' liquidity gap and enable them to continue to operate while they negotiated a long-term solution. In addition to limiting the OEM Customers' ability to resource programs away from the Debtors, restricting the OEM Customers' ability to set-off amounts against the Debtors' accounts receivable, and providing other industry standard accommodations, the Interim Accommodations Term Sheet provided that each of the OEM Customers, and certain other customers that (directly or indirectly) had production at the Bristol Facility, was responsible for (i) funding its allocated amount of projected operating losses at the Bristol Facility in accordance with an agreed upon monthly budget, and (ii) funding capital expenditure advances for such customer's projects at the Bristol Facility again in accordance with an agreed upon budget. The OEM Customers also waived certain rights for reimbursement from the Debtors for expenses relating to premium freight and shipping, outage costs, quality spill costs, and third-party advisors fees and expenses. Furthermore, the Interim Accommodations Term Sheet facilitated the resolution of certain outstanding commercial issues that resulted in valuable short-term liquidity for the Debtors.

The accommodations provided under the Interim Accommodations Term Sheet resulted in approximately \$22.2 million in additional liquidity for the Debtors from the effective date of the agreement through the Commencement Date.

2. Additional Incremental Financing Actions

While the interim accommodations contributed by the OEM Customers under the Interim Accommodations Term Sheet provided the Debtors with some much needed liquidity, the Debtors understood that the liquidity provided by the accommodations was insufficient to allow them the time necessary to negotiate a prearranged restructuring of their capital structure with their key creditor constituencies. To further bridge the Debtors' short-term liquidity gap, in November 2014, the Debtors, together with their professionals at Lazard and Weil, began exploring other potential avenues to augment their liquidity position and provide the Debtors with sufficient runway to negotiate a more permanent restructuring solution. To that end, Lazard undertook an effort to survey potential sources of incremental financing. After it became apparent that new or additional third-party incremental financing would not be available to the Debtors prepetition, the Debtors commenced negotiations with the Administrative Agent on an amendment that would provide the Debtors with some limited incremental liquidity under their existing Prepetition Revolving ABL Facility.

As set forth above, the ABL Amendment, which closed on February 6, 2015, increased the Debtors' ability to borrow on the Prepetition Revolving ABL Facility and provided the Debtors with an additional \$23 million in liquidity. At that same time, the

Debtors also moved the monthly deliveries of borrowing base certificates under the Prepetition Revolving ABL Facility to weekly deliveries, which provided the Debtors with an additional \$6 to \$7 million liquidity benefit by the end of February 2015.

3. Capital Structure Negotiations, the Restructuring Support Agreement and the Debtors' Chapter 11 Plan

Having secured sufficient interim financial assistance to allow the parties the time necessary to negotiate a long-term solution to the Debtors' financial situation, the Debtors and their advisors commenced negotiations in January 2015 with representatives of Platinum Equity, the Informal Committee of Noteholders, and the OEM Customers regarding a comprehensive operational and financial restructuring for the Debtors. Although the Debtors, through their prepetition financing activities, had secured some additional runway for plan negotiations, the Debtors had a \$17.3 million interest payment on their Secured Notes coming due on February 2, 2015 (with a 30-day grace period prior to triggering an event of default under the Secured Note Indenture). With that deadline looming, the parties immediately commenced negotiations on two parallel fronts.

First, the Debtors, together with representatives from FTI, as well as the advisors for the Informal Committee of Noteholders, began negotiating with representatives of the OEM Customers on long-term accommodations that were designed both to replace the accommodations provided under the Interim Accommodations Term Sheet as well as to provide long-term pricing relief on the Debtors' existing contracts and commitments for new business. Several rounds of in-person meetings and conferences were held between and among the parties over the course of approximately two months. These hard fought negotiations ultimately resulted in the parties entering into the Accommodation Agreements. The Accommodation Agreements provide for approximately \$45 million in annual prices increases and new business and programs. On the Commencement Date, the Debtors filed a motion seeking authority to enter into the Accommodation Agreements.

On the second front, representatives of the Debtors, Platinum Equity and the Informal Committee of Noteholders commenced negotiations on the Debtors' go-forward capital structure and balance sheet restructuring. These negotiations included in-person meetings, conference calls, and multiple term sheet iterations over a period of two months, which ultimately culminated in an agreement on the Plan.

To demonstrate and affirm their support for the Plan, the Debtors, Platinum Equity, and certain members of the Informal Committee of Noteholders executed the Restructuring Support Agreement on March 11, 2015. Among other things, the Restructuring Support Agreement provides the following:¹⁴

¹⁴ The following is a summary of the Restructuring Support Agreement. The Restructuring Support Agreement is incorporated by reference as if fully set forth herein. In the event of any inconsistency between this summary and the Restructuring Support Agreement, the Restructuring Support Agreement controls. Capitalized terms used in this section but not otherwise defined in this section shall have the meanings ascribed to them in the Restructuring Support Agreement or in the Plan.

- (a) *Agreement to Vote.* So long as the Restructuring Support Agreement has not been terminated in accordance with the terms thereof, and subject to certain limitations set forth therein, the Consenting Noteholders and Platinum Equity each agree (i) subject to the receipt of a disclosure statement and other solicitation materials in respect of the applicable Plan, to vote their claims against the Debtors to accept the Plan, (ii) not (x) object to, delay, impede or take any other action to interfere with acceptance or implementation of the Plan, (y) solicit, encourage, propose, file, support, participate in the formulation of or vote for, any restructuring, sale of assets, merger, workout or plan of reorganization for the Debtors other than the Plan or (z) otherwise take any action that would or would reasonably be expected to, in any material respect interfere with, delay, impede or postpone the consummation of the Plan and the Restructuring or otherwise breach or be inconsistent with the Restructuring Support Agreement, and (iii) use commercially reasonable efforts to support and take all reasonably necessary steps to effectuate the Debtors' restructuring and consummation of the Plan
- (b) *Transfer Restrictions.* Each Consenting Noteholder and Platinum Equity agree that, for the term of the agreement, such party will not sell, transfer, loan, issue, pledge, hypothecate, assign or otherwise dispose of, directly or indirectly, in whole or in part, any of its claims against or interests in the Debtors, subject to certain limitations and exceptions set forth therein.
- (c) *Releases.* Subject to certain conditions and exceptions set forth in the Restructuring Support Agreement, each Consenting Noteholder, as of the Support Effective Date (as defined in the Restructuring Support Agreement) agrees to waive and release any and all Claims and all Causes of Action (as defined in the Plan) against Platinum Equity and its Released Parties from any and all Claims and Causes of Action related to the Debtors or the Restructuring.
- (d) *Debtors' Agreements.* Each of the Debtors party to the Restructuring Support Agreement agrees to (i) act in good faith and use reasonable best efforts to support and complete successfully the Solicitation in accordance with the terms of the Restructuring Support Agreement and (ii) do all things reasonably necessary and appropriate in furtherance of confirming the Plan and consummating the Restructuring.
- (e) *Events of Default and Plan Milestones.* In addition to certain other events of default set forth therein (including, among other things, a material breach of the agreement by the Debtors, the appointment of an examiner with expanded powers or a trustee in the Debtors' chapter 11 cases, or the termination of the Debtors' exclusive periods to file and solicit a chapter 11 plan), the Restructuring Support Agreement imposes

a number of deadlines and milestones with respect to the Debtors' plan confirmation process which, if not met, will result in the automatic termination of the Restructuring Support Agreement, including the following:

- i. Five (5) days after the Commencement Date, if the Debtors have not filed the Plan and its related disclosure statement with the Bankruptcy Court;
- ii. Forty-five (45) days after the Commencement Date, if the Bankruptcy Court has not have entered an order approving the Debtors' disclosure statement for the Plan;
- iii. July 15, 2015, if the Bankruptcy Court fails to enter an order confirming the Plan in form and substance reasonably satisfactory to the Restructuring Support Parties; and
- iv. July 30, 2015, if the effective date for the Plan has not occurred.¹⁵

The Debtors believe that the restructuring contemplated by the Plan is in the best interests of their estates and their creditors. The Plan not only provides for the Debtors' prompt emergence from the Chapter 11 Cases, but also will facilitate the successful ongoing operations of the Debtors' businesses.

¹⁵ The outside dates for entry of the confirmation order and the Plan effective date under the Restructuring Support Agreement were originally set as June 30, 2015 and July 17, 2015, respectively, but they were subsequently extended to the dates set forth above pursuant to an amendment to the Restructuring Support Agreement.

V.

THE CHAPTER 11 CASES

A. FIRST DAY PLEADINGS

On the Commencement Date, the Debtors filed certain “first-day” motions (collectively, the “**First Day Pleadings**”) seeking certain immediate relief from the Bankruptcy Court that would allow the Debtors to continue to operate in chapter 11 and avoid immediate and irreparable harm due to the commencement of the Chapter 11 Cases. A description of the First Day Pleadings is set forth in the *Declaration of J. Mark Allan Pursuant to Local Bankruptcy Rule 1007-2* (ECF No. 3).

B. DEBTOR-IN-POSSESSION FINANCING

On the Commencement Date, the Debtors filed a motion to approve a consensual, priming, debtor-in-possession credit facility in the aggregate principal amount of approximately \$250 million (the “**DIP Motion**”), comprised of (i) a term loan in the aggregate principal amount of \$100 million (the “**DIP Term Facility**”), and (ii) a senior secured non-amortizing asset-based revolving credit facility in an aggregate principal amount of up to \$150 million (the “**Revolving DIP Credit Facility**” and, together with the “**DIP Term Facility**,” the “**DIP Credit Facility**”).

The DIP Motion was approved on a final basis by order of the Bankruptcy Court dated April 10, 2015 (ECF No. 252). The proceeds of the DIP Term Loan and the Revolving DIP Credit Facility were used to pay all obligations and claims in respect of or arising under the Prepetition Revolving ABL Facility and provide the Debtors with the working capital necessary to operate their businesses during the Chapter 11 Cases.

C. ACCOMMODATION AGREEMENTS

As set forth above, on the Commencement Date, the Debtors filed a motion with the Bankruptcy Court seeking authority, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, to enter into the Accommodation Agreements, which was approved by order of the Bankruptcy Court dated April 10, 2015 (ECF No. 255).

D. SCHEDULES AND BAR DATES

On April 9, 2015, the Debtors filed their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs.

On April 10, 2015, the Bankruptcy Court entered an order (i) establishing (a) May 21, 2015 at 5:00 p.m. (Eastern Time) as the deadline for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, but not including governmental units to file proofs of claim in respect of a prepetition claims against any of the Debtors, and (b) September 9, 2015 at 5:00 p.m. (Eastern Time) as

the deadline for governmental units to file proofs of claim in respect of a prepetition claim against any of the Debtors; and (ii) approving certain other related procedures (ECF No. 262).

VI.

THE PLAN

A. INTRODUCTION

This section of the Disclosure Statement summarizes the Plan, a copy of which is annexed as **Exhibit A** hereto. This summary is qualified in its entirety by reference to the provisions of the Plan.

In general, a chapter 11 plan divides claims and equity interests into separate classes, specifies the property that each class is to receive under the Plan, and contains other provisions necessary to implement the Plan.

Under the Bankruptcy Code, “claims” and “equity interests,” rather than “creditors” and “equity holders,” are classified because creditors and equity holders may hold claims and equity interests in more than one class.

Statements as to the rationale underlying the treatment of claims and equity interests under the Plan are not intended to, and will not, waive, compromise or limit any rights, claims or causes of action in the event the Plan is not confirmed.

**THE DEBTORS URGE YOU TO READ THE PLAN IN ITS ENTIRETY
BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

B. **CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

One of the key concepts under the Bankruptcy Code is that only claims and equity interests that are “allowed” may receive distributions under a chapter 11 plan. This term is used throughout the Plan and the descriptions below.

In general, an “allowed” claim or “allowed” equity interest simply means that the debtor agrees, or in the event of a dispute, that the Bankruptcy Court determines, that the claim or equity interest, and the amount thereof, is in fact a valid obligation of the debtor. Section 502(a) of the Bankruptcy Code provides that a timely filed claim or equity interest is automatically “allowed” unless the debtor or other party in interest objects. However, section 502(b) of the Bankruptcy Code specifies certain claims that may not be “allowed” in bankruptcy even if a proof of claim is filed. These include, but are not limited to, claims that are unenforceable under the governing agreement between a debtor and the claimant or applicable non-bankruptcy law, claims for unmatured interest, property tax claims in excess of the debtor’s equity in the property, claims for services that exceed their reasonable value, real property lease and employment contract rejection damage claims in excess of specified amounts, late-filed claims, and contingent claims for contribution and reimbursement. In addition, Bankruptcy Rule 3003(c)(2) prohibits the allowance of any claim or equity interest

that either is not listed on the debtor's schedules or is listed as disputed, contingent or unliquidated, if the holder has not filed a proof of claim or equity interest before the established deadline.

The Bankruptcy Code requires, for purposes of treatment and voting, that a chapter 11 plan divide the different claims against, and equity interests in, the debtor into separate classes based upon their legal nature. Claims of a substantially similar legal nature are not necessarily classified together, nor are equity interests of a substantially similar legal nature necessarily classified together. Because an entity may hold multiple claims and/or equity interests which give rise to different legal rights, the "claims" and "equity interests" themselves, rather than their holders, are classified.

Under a chapter 11 plan, the separate classes of claims and equity interests must be designated either as "impaired" (affected by the Plan) or "unimpaired" (unaffected by the Plan). If a class of claims is "impaired," the Bankruptcy Code affords certain rights to the holders of such claims, such as the right to vote on the Plan, and the right to receive, under the chapter 11 plan, no less value than the holder would receive if the debtor were liquidated in a case under chapter 7 of the Bankruptcy Code. Under section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless the Plan (i) does not alter the legal, equitable and contractual rights of the holders, or (ii) irrespective of the holders' acceleration rights, cures all defaults (other than those arising from the debtor's insolvency, the commencement of the case or nonperformance of a nonmonetary obligation), reinstates the maturity of the claims or interests in the class, compensates the holders for actual damages incurred as a result of their reasonable reliance upon any acceleration rights, and does not otherwise alter their legal, equitable, and contractual rights.

Pursuant to section 1126(f) of the Bankruptcy Code, holders of unimpaired claims or interests are "conclusively presumed" to have accepted the Plan. Accordingly, their votes are not solicited. Under the Plan, the following classes are unimpaired, and therefore, the holders of such Claims are "conclusively presumed" to have voted to accept the Plan: Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 7 (Intercompany Claims), and Class 8 (Intercompany Interests).

Under certain circumstances, a class of claims or equity interests may be deemed to reject a plan. For example, a class is deemed to reject a plan under section 1126(g) of the Bankruptcy Code if the holders of claims or equity interests in such class do not receive or retain property under the Plan on account of their claims or equity interests. Under this provision of the Bankruptcy Code, Class 9 (Subordinated Securities Claims) and Class 10 (Existing Chassix Holdings Equity Interests) are deemed to reject the Plan because, under the Plan, members of Class 9 and Class 10 will receive no distribution and retain no property interest on account of their Claims or Interests. Since Class 9 and Class 10 are deemed to reject the Plan, the Debtors are required to demonstrate that the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to such Classes. Among these are the requirements that the Plan be "fair and equitable" with respect to, and not "discriminate unfairly" against, Class 9 and Class 10.

Class 3 (Secured Note Claims), Class 4 (Unsecured Note Claims), Class 5 (General Unsecured Trade Claims), and Class 6 (Other General Unsecured Claims) are impaired under the Plan and, therefore, the holders with respect thereto are entitled to vote to accept or reject the Plan.

C. UNCLASSIFIED CLAIMS

1. Administrative Claims

Administrative Claims are the actual and necessary costs and expenses of administration during the Chapter 11 Cases pursuant to sections 328, 330, 363, 364(c)(1), 365, 503(b) or 507(a)(2) of the Bankruptcy Code.

Under the Plan, except to the extent that a holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors agree to different treatment, the Debtors (or the Reorganized Debtors, as the case may be) will pay to each holder of an Allowed Administrative Claim Cash in an amount equal to such Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Claim becomes an Allowed Claim; provided that Allowed Administrative Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors In Possession, or liabilities arising under loans or advances to or other obligations incurred by the Debtors, as Debtors In Possession, whether or not incurred in the ordinary course of business, will be paid by the Debtors or the Reorganized Debtors, as the case may be, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

2. Fee Claims

All entities seeking an award by the Bankruptcy Court of Fee Claims (i) will file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred not later than the date that is forty-five (45) days after the Effective Date, (ii) will be paid in full, in Cash, the Allowed Amount of their respective Allowed Fee Claims (a) upon the later of (X) the Effective Date and (Y) the date on which the order Allowing such Fee Claim is entered or (b) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtors or, on and after the Effective Date, the Reorganized Debtors. Under the Plan, the Reorganized Debtors are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval, including those of the Creditors Committee to the extent the Creditors Committee is still in existence.

3. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, each holder of an Allowed Priority Tax Claim will receive, at the sole option of the Debtors or the Reorganized Debtors, (a) Cash in an amount equal to such

Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of the Effective Date, the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Claim, and the date such Allowed Priority Tax Claim is due and payable in the ordinary course, or (b) equal annual Cash payments (commencing on the later of the Effective Date, the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and the date such Allowed Priority Tax Claim is due and payable in the ordinary course) in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years after the Commencement Date; provided that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option.

4. DIP Claims

On the Effective Date, the Revolving DIP Facility will either be converted into the Revolving Exit Facility (if consented to by the DIP ABL Agent and the Revolving DIP Lenders) or paid in full, in Cash, using the proceeds of the Revolving Exit Facility, together with cancellation, cash collateralization, posting of backstop letters of credit or such other provision for outstanding letters of credit under the Revolving DIP Facility as is otherwise reasonably acceptable to the DIP ABL Agent.

On the Effective Date, the DIP Term Loan will either be converted into the Exit Term Loan or paid in full, in Cash, using the proceeds of the Exit Term Loan.

5. Prepetition Revolving ABL Facility Claims

Pursuant to the Plan, all obligations and claims in respect of or arising under the Prepetition ABL Credit Agreement, including the cash collateralization and letters of credit outstanding thereunder as of the Effective Date, will be paid in full, in Cash, by the Debtors using the proceeds of the Revolving DIP Credit Facility and the DIP Term Facility on the date the Interim DIP Order is entered by the Bankruptcy Court.

D. CLASSIFICATION OF CLAIMS AND INTERESTS

As set forth in Section 3 of the Plan, the classification of Claims and Interests in the Plan will apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth in the Plan. Certain of the Debtors may not have holders of Claims or Interests in a particular Class or Classes; such Classes will be treated as set forth in Section 3.3 of the Plan.

1. Class 1 – Other Priority Claims

Class 1 is Unimpaired by the Plan. Each holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is, therefore, not entitled to vote to accept or reject the Plan.

Except to the extent that a holder of an Allowed Other Priority Claim has agreed to less favorable treatment of its Claim, each such holder will receive, in full and final satisfaction of such Claim, Cash in an amount equal to its Claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Claim, in each case, or as soon as reasonably practical thereafter.

2. Class 2 – Other Secured Claims

Class 2 is Unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

Except to the extent that a holder of an Allowed Other Secured Claim has agreed to less favorable treatment of such Claim, each holder of an Allowed Other Secured Claim will receive (i) payment in full in Cash on the Effective Date, or as soon thereafter as practicable, (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code, or (iii) such other treatment as is necessary to satisfy section 1129 of the Bankruptcy Code.

3. Class 3 – Secured Note Claims

Class 3 is Impaired by the Plan. Each holder of an Allowed Secured Note Claim is entitled to vote to accept or reject the Plan.

Pursuant to the Global Settlement set forth in Section 5.2 of the Plan, and subject to, and in accordance with Section 5.16 of the Plan, on the Effective Date, each holder of an Allowed Secured Note Claim will be entitled to receive, in full and final satisfaction of such Allowed Secured Note Claim, its Pro Rata share of the Secured Noteholder Common Stock Distribution; provided that if (a) the Global Settlement is not approved by a Final Order or (b) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution will increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).

4. Class 4 – Unsecured Note Claims

Class 4 is Impaired by the Plan. Each holder of an Allowed Unsecured Note Claim is entitled to vote to accept or reject the Plan.

Pursuant to the Global Settlement set forth in Section 5.2 of the Plan and subject to, and in accordance with, Section 5.16 of the Plan, on the Effective Date, each holder of an Allowed Unsecured Note Claim will be entitled to receive, in full and final satisfaction of such Allowed Unsecured Note Claim, its Pro Rata share of (i) the Unsecured Noteholder Common Stock Distribution and (ii) the New Warrants; provided that holders of Allowed Unsecured Note Claims will receive the foregoing Pro Rata distributions if the Global Settlement is approved or the following conditions occur:

- (i) the holders of Allowed Class 4 Unsecured Note Claims vote to accept the Plan; and
- (ii) each sub-class of Class 5 General Unsecured Trade Claims and Class 6 Other General Unsecured Claims votes to accept the Plan.

In the event the Bankruptcy Court determines that the Global Settlement cannot be approved and each of the foregoing conditions has not been satisfied, holders of Allowed Unsecured Note Claims will not receive or retain any property under the Plan.

5. Class 5 – General Unsecured Trade Claims

Class 5 is Impaired by the Plan. Each holder of an Allowed General Unsecured Trade Claim is entitled to vote to accept or reject the Plan.

Except to the extent a holder of an Allowed General Unsecured Trade Claim has agreed to less favorable treatment or has been paid prior to the Effective Date, including pursuant to any Final Order, each holder of an Allowed General Unsecured Trade Claim will receive its Pro Rata share of the Trade Claim Distribution, in Cash, in full and final satisfaction of such holder's Allowed General Unsecured Trade Claim on the following distribution schedule: (i) ten percent (10%) payable on the Effective Date or as soon as practicable thereafter; (ii) forty-five percent (45%) payable one year after the Effective Date; and (iii) forty-five percent (45%) payable after two years after the Effective Date; provided that any holder of an Allowed General Unsecured Trade Claim that enters into an agreement with the Debtors (or the Reorganized Debtors, as applicable) to extend Customary Trade Terms will receive its Pro Rata share of the Trade Claim Distribution and, in addition, its Pro Rata share of the Additional Trade Claim Distribution on the same schedule set forth above in Section 4.5(b) of the Plan.

6. Class 6 – Other General Unsecured Claims

Class 6 is Impaired by the Plan. Each holder of an Allowed Other General Unsecured Claim is entitled to vote to accept or reject the Plan.

Except to the extent a holder of an Allowed Other General Unsecured Claim has agreed to less favorable treatment, on the Effective Date, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other General Unsecured Claim will receive the following treatment:

- (i) for any sub-class of Other General Unsecured Claims that votes to accept the Plan of any individual Debtor, each holder of an Allowed Other General Unsecured Claim in such accepting sub-class will receive its Pro Rata share of the General Unsecured Claim Distribution; and
- (ii) in the event any sub-class of Other General Unsecured Claims votes to reject the Plan with respect to any individual Debtor, the holders of Allowed Other General Unsecured Claims in such a rejecting sub-class will not receive or retain any property under the Plan on account of such Claims, including, for the avoidance of doubt, any Pro Rata share

of the General Unsecured Claim Distribution. For the avoidance of doubt, to the extent any sub-class of Other General Unsecured Claims votes to reject the Plan and, therefore, is not entitled to receive any portion of the General Unsecured Claim Distribution, such Pro Rata portion attributable to the rejecting sub-class will be reallocated to the holders of Other General Unsecured Claims in other sub-classes that have voted to accept the Plan.

7. Class 7 – Intercompany Claims

Class 7 is Unimpaired by the Plan. Each holder of an Allowed Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

On the Effective Date or as soon thereafter as is practicable, the Intercompany Claims may be extinguished or compromised by distribution, contribution or otherwise, or Reinstated, at the discretion of the Debtors or the Reorganized Debtors, as the case may be, on or after the Effective Date; provided that all Intercompany Claims held by Chassix against Diversified Machine, Inc. (whether or not represented by a note) will be contributed by Chassix to the capital of Diversified Machine, Inc. in accordance with Section 5.16 of the Plan.

8. Class 8 – Intercompany Interests

Class 8 is Unimpaired by the Plan. The holders of Intercompany Interest Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are, therefore, not entitled to vote to accept or reject the Plan.

9. Class 9 – Subordinated Securities Claims

Class 9 is Impaired by the Plan. Each holder of a Subordinated Securities Claim is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

The holders of the Subordinated Securities Claims will not receive or retain any property under the Plan on account of such Claims.

10. Class 10 - Existing Chassix Holdings Equity Interests

Class 10 is Impaired by the Plan. The holder of the Existing Chassix Holdings Equity Interests is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the holder of Existing Chassix Holdings Equity Interests is not entitled to vote to accept or reject the Plan.

On the Effective Date, all Existing Chassix Holdings Equity Interests, including all equity, warrants, common stock, and preferred stock, will be cancelled.

E. MEANS FOR IMPLEMENTATION

1. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan will constitute a good faith compromise of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made on account of such Allowed Claim. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, Causes of Action, and controversies, including without limitation, approval of the Restructuring Support Agreement, the Global Settlement, and the Accommodation Agreements, as well as a finding by the Bankruptcy Court that such compromise or settlement is within the range of reasonableness, in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair and equitable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, prior to the Effective Date, the Debtors, subject to the reasonable consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, and after the Effective Date, the Reorganized Debtors, may compromise and settle Claims against the Debtors or the Reorganized Debtors, as applicable.

2. Global Settlement

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the substantial contribution and value provided by the Consenting Unsecured Noteholders and Platinum Equity, the Plan incorporates a compromise and settlement of numerous Debtor-creditor and inter-creditor issues, in the form of the Global Settlement, designed to achieve an economic settlement of such issues and potential Claims and Causes of Action against the Debtors. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval of each of the following compromises or settlements that comprise the Global Settlement, and the Bankruptcy Court's findings will constitute its determination that such compromises and settlements are within the range of reasonableness, in the best interests of the Debtors, their Estates, their creditors, and other parties-in-interests, and are fair and equitable. Each provision of the Global Settlement will be deemed non-severable from each other and from the remaining terms of the Plan.

As set forth in the Plan, the Global Settlement will be implemented as follows:

(a) *Platinum Equity.* On the Effective Date, in full and complete compromise and settlement of any claim that Platinum Equity may assert against the Debtors, the Reorganized Debtors or the Consenting Noteholders, and in consideration of the substantial contribution provided by Platinum Equity to the Debtors' Chapter 11 Cases in the form of, among other things, Platinum Equity's management, consulting and advisory services leading up to and during the Chapter 11 Cases, its agreement to take, or not take,

certain actions that could impact the tax attributes of the Reorganized Debtors, its assistance in securing favorable pricing and accommodation terms and conditions for the Debtors in connection with the Chapter 11 Cases, and its participation in prepetition negotiations that facilitated a speedy and consensual Restructuring for the Debtors, Platinum Equity and all Released Parties related thereto will receive a release pursuant to Sections 10.6 and 10.7 of the Plan pursuant to the Global Settlement.

(b) *Consenting Unsecured Noteholders.* On the Effective Date, in full and complete compromise and settlement of any claim that the Consenting Unsecured Noteholders may hold against the Debtors, the Reorganized Debtors, Platinum Equity and any Released Parties related thereto, or the Consenting Secured Noteholders, and in consideration of the substantial contribution provided by the Consenting Unsecured Noteholders to the Debtors' Chapter 11 Cases in the form of, among other things, the Consenting Unsecured Noteholders' cooperation in the Debtors' restructuring efforts, the Consenting Unsecured Noteholders' assistance and contribution in prepetition negotiations with the OEM Customers, the contribution by certain of the Consenting Unsecured Noteholders, as DIP Lenders, in the form of the DIP Term Loan, and generally their participation in prepetition negotiations that facilitated a speedy and consensual restructuring for the Debtors, each holder of an Allowed Unsecured Note Claim will receive its Pro Rata distribution of the Unsecured Noteholder Common Stock Distribution and New Warrants pursuant to the Global Settlement.

3. Actions of Dharma Holding Corporation and Triomphe Intermediate Holding Corporation

On and after the Effective Date, Platinum Equity agrees to (a) waive or cause to be waived any stock loss in respect of the stock of UC Holdings and Chassix Holdings pursuant to Treasury regulation § 1.1502-36, and any comparable provision of state or local income tax law, to the extent directed by the Reorganized Debtors, (b) not take, or cause to be taken, any other action that would reduce, limit or otherwise adversely affect the U.S. federal income tax attributes of the Reorganized Debtors, except as consistent with past practice, general cash management, or short term prudent investment, and (c) cooperate with the Reorganized Debtors in connection with any group tax return filings, audits and proceedings with respect to taxable years ending on or prior to, or including, the Effective Date (including jointly managing such filings and proceedings, and not compromising any audit or proceeding without the Reorganized Debtors' consent, such consent not to be unreasonably withheld), provided that reasonable expenses incurred by Platinum Equity at the request of the Reorganized Debtors in connection with this section will be borne by the Reorganized Debtors.

4. Cancellation of Existing Securities and Agreements

Except as expressly provided in the Plan, on the Effective Date, all notes, instruments, certificates evidencing debt of or interests in, the Debtors, including, without limitation, all obligations related to or arising out of the DIP Facilities, the Secured Notes Indenture, the Prepetition Revolving ABL Facility, and the Unsecured Note Indenture will be cancelled and obligations of the Debtors and the Reorganized Debtors thereunder will be discharged. As a condition precedent to receiving any distribution on account of its

Unsecured Note Claim, each record Unsecured Noteholder will be deemed to have surrendered its Unsecured Notes or other documentation underlying each Unsecured Note Claim, and all such surrendered Unsecured Notes and other documentation will be deemed to be cancelled pursuant to Section 5.4 of the Plan, except to the extent otherwise provided therein.

Notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date, the Secured Note Indenture and the Unsecured Note Indenture shall continue in effect solely for purposes of: (a) enabling holders of Allowed Class 3 Secured Note Claims and Allowed Class 4 Unsecured Note Claims to receive distributions under the Plan; (b) allowing the Secured Note Indenture Trustee and Unsecured Note Indenture Trustee to make distributions under the Plan; and (c) preserving the (i) rights of the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee with respect to the Secured Note Indenture Trustee Fees and the Unsecured Note Indenture Trustee Fees, respectively, and (ii) the Secured Note Indenture Trustee Charging Lien and the Unsecured Note Indenture Trustee Charging Lien, respectively; provided that nothing in the Plan will affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order or the Plan or result in any liability or expense to the Reorganized Debtors. In the event that the Secured Note Indenture Trustee or the Unsecured Note Indenture Trustee ~~exercises~~ asserts amounts are owing that are subject to the Secured Note Indenture Trustee Charging Lien or Unsecured Note Indenture Trustee Charging Lien, as applicable, the Debtors, in consultation with the Informal Committee of Noteholders ~~regarding payment of such amounts, shall not pay~~ elect to satisfy the Secured Note Indenture Trustee Fees or Unsecured Note Indenture Trustee Fees, as applicable, in cash.

Subsequent to the performance by the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee or its agents of any duties that are required under the Plan and the Confirmation Order, the Secured Note Indenture Trustee and the Unsecured Note Indenture Trustee and its agents (i) will be fully relieved of, and released from, all obligations associated with the Secured Notes and Unsecured Notes, as applicable, arising under the Secured Note Indenture and Unsecured Note Indenture, respectively, or under any other applicable agreements or law and (ii) will be deemed to be fully discharged.

5. Corporate Structure

On the Effective Date, except as set forth in Section 5.15 of the Plan, all Interests, including all equity, common stock, warrants, and preferred stock, in Chassix Holdings will be cancelled and extinguished and Chassix Holdings will be dissolved in accordance with Section 5.16 Plan. The equity in the Subsidiary Reorganized Debtors will be restored.

6. Authorization and Issuance of Plan Securities

(a) *Authorization.* The Debtors, the Reorganized Debtors, and Reorganized UC Holdings, as applicable, are authorized to issue all plan-related securities and documents, including, without limitation, the New Common Stock and, to the extent applicable, the New

Warrants, and any options or entitlements to purchase such plan-related securities, without the need for any further corporate, partnership, or limited liability company action.

(b) *New Common Stock.* On the Effective Date, subject to securities, tax and other relevant considerations and Section 5.16 of the Plan, the New Common Stock will be distributed in accordance with the Plan.

(c) *New Warrants.* On the Effective Date, and subject to the satisfaction of the conditions set forth in Section 4.4(c) of the Plan, the New Warrants will be issued pursuant to the terms of the New Warrant Agreement.

(d) *Shareholders Agreement.* Any direct or beneficial recipient of the New Common Stock (including New Common Stock issued pursuant to the exercise of New Warrants, if applicable), including all parties to whom such recipients may sell their New Common Stock in the future and all persons who purchase or acquire such equity in future transactions, will be party to, or will be deemed to be bound by, the Shareholders Agreement, the terms of which will govern Reorganized UC Holdings.

7. Section 1145 Exemption

The issuance and distribution under the Plan of the New Common Stock and the New Warrants, if applicable, will be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code or, to the extent the exemption under section 1145(a) of the Bankruptcy Code is not available to any particular recipient under Section 4(a)(2) and/or Regulation D of the Securities Act of 1933 and/or any other applicable exemptions without further act or action by any Person.

In addition, under section 1145 of the Bankruptcy Code, any Securities issued under the Plan which are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code will be freely tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act of 1933; (ii) compliance with any rules and regulations of the Securities and Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (iii) the restrictions, if any, on the transferability of such Securities and instruments; and (iv) applicable regulatory approval.

8. Exit Financing

(a) *Exit Facilities.* On the Effective Date, the Revolving DIP Facility will be paid in full, in Cash, with the proceeds of, the Revolving Exit Facility with terms and conditions to be negotiated that will be acceptable to the Debtors and the Required Consenting Noteholders. On the Effective Date, the DIP Term Loan will be converted into, or paid in full, in Cash, with proceeds of the Exit Term Loan.

(b) *Documentation.* On the Effective Date, documentation evidencing the Revolving Exit Facility and the Exit Term Loan will be executed and delivered, and the Reorganized Debtors will be authorized to execute, deliver, and enter into and perform under the Revolving Exit Facility and the Exit Term Loan without the need for any further

corporate action or any notice to or order of the Bankruptcy Court and without further action by the holders of Claims or Interests or any other Person.

(c) *Liens/Security Interests.* All Liens and security interests granted pursuant to the Exit Facilities are intended to be, and will be (i) valid, binding, perfected, enforceable, Liens, and security interests in the personal and real property described in and subject to such documents, with the priorities established in respect thereof under applicable non-bankruptcy law and (ii) not subject to avoidance, recharacterization, or subordination under any applicable law.

9. Intercreditor Agreement

Lien priority and enforcement rights with respect to collateral between and among the lenders under the Revolving Exit Facility and the Exit Term Loan will be governed by the Intercreditor Agreement on terms to be negotiated.

10. Reorganized Debtors

(a) *Amended Organizational Documents.* The Amended Organizational Documents will comply with section 1123(a)(6) of the Bankruptcy Code and will otherwise be in form and substance satisfactory to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. The Amended Organizational Documents will provide, among other things, that Reorganized UC Holdings, and each of the Subsidiary Reorganized Debtors are privately held companies.

(b) *Board of Directors of Reorganized UC Holdings.* As of the Effective Date, the term of the current members of the board of UC Holdings will expire without further action by any person. The initial directors of the New Board will consist of five (5) members selected by the Consenting Noteholders and may include at least one member of the Debtors' executive management team. The members of the New Board will be identified no later than the Confirmation Hearing or otherwise in accordance with section 1129(a)(5) of the Bankruptcy Code.

(c) *Directors and Officers of the Reorganized Debtors.* Except as otherwise provided in the Plan Supplement, the officers of the respective Reorganized Debtors immediately before the Effective Date will serve as the initial officers of each of the respective Reorganized Debtors on or after the Effective Date and in accordance with any employment agreement with the Reorganized Debtors and applicable non-bankruptcy law. After the Effective Date, the selection of officers of the Reorganized Debtors will be as provided by their respective organizational documents. The members of the board of directors and the board of managing members for each of the Reorganized Debtors (other than Reorganized UC Holdings as provided above) will be determined as set forth in the Amended Organizational Documents and disclosed as required pursuant to section 1129(a)(5) of the Bankruptcy Code.

(d) *Capital Structure.* From and after the Effective Date, subject to the rights of the stockholders to amend the Amended Organizational Documents, including the

Certificate of Incorporation of Reorganized UC Holdings, each of the Reorganized Debtors will have one class of issued and outstanding common stock.

11. Bristol Facility

The Reorganized Debtors will, on the Effective Date, continue to own and operate the Bristol Facility and will, without any further notice to or action, order, or approval of the Bankruptcy Court, be authorized to implement any necessary restructuring transactions in connection therewith, provided that the Debtors or the Reorganized Debtors, as the case may be, are authorized, with the consent of the Required Consenting Noteholders, to enter into a transaction pursuant to which the Debtors or the Reorganized Debtors sell the Bristol Facility as long as such a sale transaction does not adversely affect the treatment of any creditor or equity stakeholder under the Plan and is sold for aggregate consideration acceptable to the Debtors and the Required Consenting Noteholders. Any sale of the Bristol Facility will be made pursuant to section 1123(a)(5)(D) of the Bankruptcy Code and will be subject to higher and better offers pursuant to bidding procedures approved by the Bankruptcy Court; provided that the sale of the Bristol Facility will not be a condition precedent to the Effective Date and such sale may not be consummated any earlier than the Effective Date.

12. Cancellation of Liens

Except as otherwise specifically provided in the Plan, upon the occurrence of the Effective Date, any Lien securing any Secured Claim will be deemed released, and the holder of such Secured Claim will be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Reorganized Debtors.

13. Management Employment Matters

On the Effective Date, the applicable Reorganized Debtors will enter into new employment agreements with certain members of the management team and will implement the Management Incentive Plan which will provide for the issuance of New Common Stock, in options or restricted units/equity, to management, directors, and employees of the Reorganized Debtors to incentivize their senior management teams. Notwithstanding anything herein or in the Plan to the contrary, the Confirmation Order will make clear that the Debtors are not seeking approval of the Management Incentive Plan pursuant to the Plan and the U.S. Trustee expressly reserves his rights to object or otherwise respond to the Management Incentive Plan in connection with confirmation or other appropriate time.

14. Withholding and Reporting Requirements

(a) *Withholding Rights.* In connection with the Plan, any party issuing any instrument or making any distribution described in the Plan will comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements will be subject to any such withholding or reporting requirements. In the case that a distribution of New

Common Stock, New Warrants, or other non-Cash property is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence will be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a distribution pursuant to the Plan will have responsibility for any taxes imposed by any governmental unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party issuing any instrument or making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms.* Any party entitled to receive any property (including Cash) as an issuance or distribution under the Plan will, upon request, deliver to the Disbursing Agent or such other Person designated by the Reorganized Debtors (which entity will subsequently deliver to the Disbursing Agent any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or Form W-8, as applicable, unless such Person is exempt under the Tax Code and so notifies the Disbursing Agent. If such request is made by the Reorganized Debtors, the Disbursing Agent, or such other Person designated by the Reorganized Debtors and the holder fails to comply before the date that is 180 days after the request is made, the amount of such distribution will irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution will be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

15. Exemption from Certain Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, (i) the issuance, transfer or exchange of any securities, instruments or documents, (ii) the creation of any Lien, mortgage, deed of trust or other security interest, (iii) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), (iv) the grant of collateral under the Exit Facilities and (v) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, will not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded will, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the

payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

16. Restructuring Transactions; Further Transactions

On or prior to the Effective Date, the following Restructuring Transactions will be effectuated in the following order:

(a) All Intercompany Claims held by Chassix against Diversified Machine, Inc. (whether or not represented by a note) will be contributed by Chassix to the capital of Diversified Machine, Inc.;

(b) The Amended Organizational Documents of the Reorganized Debtors will become effective;

(c) New Common Stock will be issued and contributed by Reorganized UC Holdings to Reorganized Chassix in an amount of shares sufficient to satisfy the Secured Noteholder Common Stock Distribution under Section 4.3 of the Plan;

(d) The Existing UC Holdings Equity Interests held by Chassix Holdings will be recapitalized into an amount of shares of New Common Stock and New Warrants, if applicable, sufficient to satisfy the Unsecured Noteholder Common Stock Distribution under Section 4.4 of the Plan;

(e) Concurrently, (i) Chassix Holdings will transfer to the Unsecured Noteholders, in accordance with Sections 4.4 and 5.2 of the Plan, shares of New Common Stock sufficient to satisfy the Unsecured Noteholder Common Stock Distribution and New Warrants, if applicable, and (ii) Reorganized Chassix will distribute to the Secured Noteholders in satisfaction and discharge of their Allowed Secured Note Claims, such New Common Stock in accordance with Section 4.3 of the Plan; and

(f) All Interests in Chassix Holdings will be cancelled and extinguished in accordance with Section 5.4 of the Plan and Chassix Holdings will be dissolved in accordance with Section 5.1⁶⁷ of the Plan.

On the Effective Date or as soon as practicable thereafter, the Reorganized Debtors may (i) cause any or all of the Subsidiary Reorganized Debtors to be merged into one or more of the Reorganized Debtors, dissolved or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized Debtors, (iii) use the proceeds of the Exit Term Loan and Revolving Exit Facility, plus Cash on hand, to pay all Restructuring Expenses, (iv) change the name of one or more of the Reorganized Debtors to such name that may be determined in accordance with applicable law, and (v) engage in any other transaction in furtherance of the Plan, including for tax efficiency reasons; provided that such transactions are not inconsistent with the above Restructuring Transactions or the other terms of the Plan. Subject to the prior written consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, any such transactions may be effective as of the Effective Date pursuant to the Confirmation Order without any further

action by the stockholders, members, general or limited partners, or directors of any of the Debtors or the Debtors in Possession.

17. Dissolution of Chassix Holdings

On the Effective Date, upon the consummation of the Restructuring Transactions and all other Effective Date distributions and transactions in furtherance of the Plan, Chassix Holdings will file with the Office of the Secretary of State of Delaware a certificate of dissolution which may be executed by an officer of Chassix Holdings without the necessity of the approval of the board of directors of Chassix Holdings or the holders of Interests in Chassix Holdings, and upon such filing will be deemed dissolved for all purposes and without the necessity of any other action by Chassix Holdings. From and after the Effective Date, Chassix Holdings will not be required to file any documents, or take any other action or receive any approval to withdraw business operations in any state in which Chassix Holdings previously conducted its business operations. To the extent that any of the foregoing is inconsistent or in conflict with any preexisting organizational or related documents of Chassix Holdings, such documents are deemed amended by the Plan to permit and authorize Chassix Holdings to take the contemplated actions.

18. Effectuating Documents

On and after the Effective Date, the Reorganized Debtors and the managers, officers and members of the boards of directors thereof, are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

19. Closing of the Chapter 11 Cases.

Pursuant to the Plan, after an Estate has been fully administered, the Reorganized Debtors will promptly seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

F. DISTRIBUTIONS

1. Distribution Record Date

As of the close of business on the Distribution Record Date, (i) the Claims register and (ii) the transfer books and records of the Unsecured Notes as maintained by the Unsecured Note Indenture Trustee or its agent will be closed and there will be no further changes in the record holders of any Claims or Interests; provided that the Distribution Record Date will not apply to any distributions made through Cede & Co. The Debtors or the Reorganized Debtors, as applicable, the Disbursing Agents, and the Unsecured Note Indenture Trustee will have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date, and will instead be entitled to recognize

and deal for all purposes under this Plan with only those holders of record as of the close of business on the Distribution Record Date. Other than Claims that are expressly permitted by a Final Order or under the Plan to be filed after the Distribution Record Date, the Debtors or the Reorganized Debtors, as applicable, will have no obligation to recognize any Claims filed from and after the Distribution Record Date.

2. Date of Distributions

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

3. Timing of Distributions

Except as otherwise provided in the Plan, the Disbursing Agent will make the Initial Distribution to holders of Allowed Claims no later than the Initial Distribution Date. Thereafter, the Disbursing Agent will from time to time determine the subsequent Distribution Dates, which will occur no less frequently than semi-annually.

4. Disbursing Agent

All distributions hereunder will be made by Reorganized Chassix (or such other entity designated by Reorganized Chassix), as Disbursing Agent(s), on or after the Effective Date or as otherwise provided in the Plan; provided that the Secured Note Indenture Trustee will, subject to acceptable agreements with the Debtors or Reorganized Chassix, serve as Disbursing Agent for Allowed Class 3 Secured Note Claims or will otherwise direct the distributions to be made on account of Allowed Class 3 Secured Note Claims, and the Unsecured Note Indenture Trustee will, subject to acceptable agreements with the Debtors or Reorganized Chassix, serve as Disbursing Agent for Allowed Class 4 Unsecured Note Claims or will otherwise direct the distributions to be made on account of Allowed Class 4 Secured Note Claims. A Disbursing Agent will not be required to give any bond or surety or other security for the performance of its duties, and all reasonable fees and expenses incurred by such Disbursing Agents will be reimbursed by the Reorganized Debtors.

5. Powers of Disbursing Agent

Pursuant to the Plan, a Disbursing Agent will be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder, (b) make all distributions contemplated hereby and (c) exercise such other powers as may be vested in a Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

6. Delivery of Distributions

Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim will be made to a Disbursing Agent, who will transmit such distribution to the applicable holders of Allowed Claims.

In the event that any distribution to any holder is returned as undeliverable, no further distributions will be made to such holder unless and until such Disbursing Agent is notified in writing of such holder's then-current address, at which time all currently-due, missed distributions will be made to such holder as soon as reasonably practicable thereafter. Undeliverable distributions or unclaimed distributions will remain in the possession of the Debtors until such time as a distribution becomes deliverable or holder accepts distribution, or such distribution reverts back to the Debtors or Reorganized Debtors, as applicable, and will not be supplemented with any interest, dividends or other accruals of any kind. Such distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 180 days from the date of distribution. After such date, all unclaimed property or interest in property will revert to the Reorganized Debtors, and the Claim of any other holder to such property or interest in property will be discharged and forever barred.

7. Manner of Payment Under Plan

At the option of the Debtors, or the Reorganized Debtors, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements.

8. Fractional Stock

If any distributions of New Common Stock or New Warrants pursuant to the Plan would result in the issuance of a fractional share of New Common Stock or New Warrants, then the number of shares of New Common Stock or New Warrants to be issued in respect of such distribution will be calculated to one decimal place and rounded up or down to the closest whole share (with a half share rounded up). The total number of shares of New Common Stock or New Warrants to be distributed in connection with the Plan will be adjusted as necessary to account for the rounding provided for in this paragraph.

9. Minimum Cash Distributions

The Disbursing Agent will not be required to make any Initial Distribution or semi-annual distribution of Cash less than \$50 to any holder of an Allowed General Unsecured Claim; provided that if any distribution is not made pursuant to the Plan, such distribution will be added to any subsequent distribution to be made on behalf of the holder's Allowed Claim. The Disbursing Agent will not be required to make any final distributions of Cash less than \$25 to any holder of an Allowed Claim. If either (a) all Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) have been paid in full or (b) the amount of any final distributions to holders of Allowed General Unsecured Claims would be \$25 or less and the aggregate amount of cash available for distributions to holders of Allowed General Unsecured Claims is less than \$25,000, then no further distribution will be made by the Disbursing Agent and any surplus Cash will be

donated and distributed to an I.R.C. § 501(c)(3) tax-exempt organization selected by the Disbursing Agent.

10. Setoffs

The Debtors and the Reorganized Debtors may, but will not be required to, set off against any Claim, any claims of any nature whatsoever that the applicable Debtor or the Reorganized Debtor may have against the holder of such Claim; provided that neither the failure to do so nor the allowance of any Claim will constitute a waiver or release by the applicable Debtor or the Reorganized Debtor.

11. Distributions After Effective Date

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims will be deemed to have been made on the Effective Date.

12. Allocation of Distributions Between Principal and Interest

Except as otherwise provided in the Plan, to the extent that any Allowed Secured Note Claim, Allowed Unsecured Note Claim, Allowed General Unsecured Trade Claim or Allowed Other General Unsecured Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution will be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

G. PROCEDURES FOR DISPUTED CLAIMS

1. Allowance of Claims

After the Effective Date, the Reorganized Debtors will have and will retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim will become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim.

2. Objections to Claims

As of the Effective Date, objections to, and requests for estimation of, Claims against the Debtors may be interposed and prosecuted only by the Reorganized Debtors. Such objections and requests for estimation will be served and filed (a) on or before the 180th day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended, or (b) such later date as ordered by the Bankruptcy Court.

3. Estimation of Claims

The Debtors or Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or Reorganized Debtors, as applicable, previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated or Disputed Claim, the amount so estimated will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or Reorganized Debtors, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. No Distributions Pending Allowance

If an objection to a Claim is filed as set forth in Section 7.2 the Plan, no payment or distribution provided under the Plan will be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim. Cash in the amount of such Disputed Claims will be reserved by the Debtors but will not be held in a segregated account.

5. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) will be made to the holder of such Allowed Claim in accordance with the provisions of the Plan on the next Distribution Date after the date that such Disputed Claim becomes an Allowed Claim (whether by Final Order of the Bankruptcy Court or otherwise). Holders of Disputed Claims that ultimately become Allowed Claims will not be entitled to payment of interest unless otherwise provided in the Plan, in a Final Order, or required under applicable bankruptcy law.

6. Resolution of Claims

On and after the Effective Date, the Reorganized Debtors will have the authority to compromise, settle, otherwise resolve or withdraw any objections to Claims, and to compromise, settle or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court.

7. Disallowed Claims

All Claims held by persons or entities against whom or which any of the Debtors or Reorganized Debtors has commenced a proceeding asserting a Cause of Action

under sections 542, 543, 544, 545, 547, 548, 549 and/or 550 of the Bankruptcy Code will be deemed “disallowed” claims pursuant to section 502(d) of the Bankruptcy Code and holders of such claims will not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed pursuant to the Plan will continue to be disallowed for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Debtors or the Reorganized Debtors from such party have been paid.

H. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. General Treatment

In accordance with the Plan, effective as of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties will be assumed, except for an executory contract or unexpired lease that (a) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (b) is specifically designated as a contract or unexpired lease to be rejected on the Schedule of Rejected Contracts or is otherwise expressly rejected pursuant to the Plan, (c) is the subject of a separate (i) assumption motion filed by the Debtors (with the reasonable consent of the Required Consenting Noteholders) or (ii) rejection motion filed by the Debtors (with the reasonable consent of the Required Consenting Noteholders) under section 365 of the Bankruptcy Code prior to the Confirmation Date, or (e) is the subject of a pending objection regarding assumption, Cure, or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code or other issues related to assumption of the contract or lease) (each such objection, a “*Cure Dispute*”).

2. Determination of Cure Disputes and Deemed Consent

The Debtors will file, as part of the Plan Supplement, the Schedule of Assume Contracts and will serve, within 14 days of the commencement of the Confirmation Hearing, a notice on parties to executory contracts or unexpired leases to be assumed reflecting the Debtors’ intention to assume the contract or lease in connection with the Plan and, where applicable, setting forth the proposed cure amount (if any). The proposed cure amount for any executory contract or unexpired lease not listed on the schedule will be \$0. Any such schedule of executory contracts to be assumed and the proposed cure amounts contained therein will be reasonably acceptable to the Required Consenting Noteholders.

To the extent that a Cure Dispute is asserted in an objection filed within fifteen (15) days of service of notice of intent to assume, and properly served on the Debtors, such Cure Dispute will be scheduled for a hearing by the Bankruptcy Court. Following resolution of a Cure Dispute by Final Order of the Bankruptcy Court, the applicable contract or lease will be deemed assumed effective as of the Effective Date, provided that the Debtors reserve the right to reject any contract or lease following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute, by filing a notice indicating such rejection within three (3) Business Days of the entry of such Final Order.

To the extent that an objection is not timely filed and properly served on the Debtors with respect to a Cure Dispute, then the counterparty to the applicable contract or

lease will be deemed to have assented to (i) the Cure amount proposed by the Debtors and (ii) the assumption of such contract or lease, notwithstanding any provision thereof that (a) prohibits, restricts or conditions the transfer or assignment of such contract or lease or (b) terminates or permits the termination of a contract as a result of any direct or indirect transfer or assignment of the rights of the Debtor under such contract or a change in the ownership or control as contemplated by the Plan, and will forever be barred and enjoined from asserting such objection against the Debtors or terminated or modifying such contract on account of transactions contemplated by the Plan.

3. Payments Related to Assumption of Contracts and Leases

Subject to resolution of any Cure Dispute, any monetary amounts by which any executory contract and unexpired lease to be assumed hereunder is in default will be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or the Reorganized Debtors, as the case may be, upon assumption thereof.

Assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, will result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption and/or assignment. Any proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed will be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court or any other entity.

4. Rejection

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, a Claim for such damages, if not heretofore evidenced by a timely filed proof of claim, will be forever barred and will not be enforceable against the Debtors or the Reorganized Debtors, or their respective estates, properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors no later than thirty (30) days after the later of (i) the Confirmation Date or (ii) the effective date of the rejection of such executory contract or unexpired lease. Any such Claims, to the extent Allowed, will be classified as Class 6 Other General Unsecured Claims. The Confirmation Order will constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts identified in the schedule of rejected contracts.

5. Survival of the Debtors' Indemnification Obligations

Any obligations of the Debtors pursuant to their corporate charters, bylaws, organizational documents or otherwise (including, without limitation, any applicable indemnification agreements) to indemnify current officers, directors, agents and/or employees with respect to all present and future actions or omissions, suits and proceedings against the Debtors or such directors, officers, agents and/or employees, based upon any act or omission

occurring at or prior to the Effective Date for or on behalf of the Debtors will not be discharged or impaired by confirmation of the Plan or the occurrence of the Effective Date, provided that for the avoidance of doubt, the Reorganized Debtors will indemnify officers and directors of the Debtors for any claims or Causes of Action to the fullest extent provided by law pursuant to their respective Amended Organizational Documents and such documents will not be amended or altered in any way that may diminish or impair the rights of the parties or beneficiaries thereunder that exist or existed as of the Effective Date; provided further that no director will be indemnified with respect to the issuance of the Unsecured Notes, the use of their proceeds and any events related thereto. All such obligations will be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and will continue as obligations of the Reorganized Debtors. Any claim based on the Debtors' obligations under the Plan will not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.

In addition, after the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including, without limitation, the "**tail policy**") in effect as of the Commencement Date, and any directors and officers of the Debtors who served in such capacity at any time before or after the Commencement Date will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Effective Date.

6. Compensation and Benefit Plans

Except as otherwise provided in the Plan, all material employee compensation and Benefit Plans of the Debtors in effect as of the Effective Date will be deemed to be, and will be treated as if they were, executory contracts that are to be assumed under the Plan.

7. Insurance Policies

The Debtors have a number of insurance liability policies to cover them in the event of loss including, without limitation, a policy with respect to claims that may arise from the decisions and actions taken by the Debtors' directors and officers within the scope of their regular duties (the "**D&O Policy**"). The D&O Policy has a \$10 million total underlying limit of liability.

All insurance policies pursuant to which the Debtors have any obligations in effect as of the date of the Confirmation Order will be deemed and treated as executory contracts pursuant to the Plan and will be assumed by the respective Reorganized Debtors and will continue in full force and effect. All other insurance policies will revert in the Reorganized Debtors. Furthermore, the discharge and release of the Debtors as provided in the Plan, and the revesting of property in the Reorganized Debtors, will not diminish nor impair the enforceability of any insurance policies that may cover Claims against any Debtor or other person or entity.

8. Intellectual Property Licenses and Agreements

All intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of the Confirmation Order will be deemed and treated as executory contracts pursuant to the Plan and will be assumed by the applicable Reorganized Debtors and will continue in full force and effect unless any such intellectual property contract, license, royalty, or other similar agreement otherwise is specifically rejected hereunder or pursuant to a Final Order or is the subject of a separate rejection motion filed by the Reorganized Debtors. Unless otherwise provided under the Plan, all other intellectual property contracts, licenses, royalties, or other similar agreements will revert in the Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such reversion as contemplated in the Plan.

9. Reservation of Rights

The Plan provides that neither the exclusion nor inclusion of any contract or lease on any exhibit, schedule or annex to the Plan or the Plan Supplement, including the Schedule of Assumed Contracts or the Schedule of Rejected Contracts, nor anything contained in the Plan, will constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease or that any of the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

Nothing in the Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and the Reorganized Debtors under any executory or non-executory contract or any unexpired or expired lease.

Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors under any executory or non-executory contract or any unexpired or expired lease.

If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, will have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

I. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

1. Conditions Precedent to Confirmation

The occurrence of Confirmation is subject to the following conditions precedent:

- (a) the entry of the Disclosure Statement Order;
- (b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein will have been filed in form and substance satisfactory

to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;

- (c) the Bankruptcy Court will have entered the Confirmation Order;
- (d) the Restructuring Support Agreement will not have been terminated, and will be in full force and effect;
- (e) the Accommodation Agreements will not have been terminated, and will be in full force and effect; and
- (f) the DIP Facilities will not have been terminated, and will be in full force and effect.

2. Conditions Precedent to the Effective Date

The occurrence of the Effective Date is subject to the following conditions precedent:

- (a) the Definitive Documents will contain terms and conditions consistent in all material respects with the Plan and the Restructuring Support Agreement and will otherwise be reasonably satisfactory in all respects to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;
- (b) all actions, documents and agreements necessary to implement and consummate the Plan, including, without limitation, entry into the Definitive Documents, and the Amended Organizational Documents, each in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable, and the transactions and other matters contemplated thereby, will have been effected or executed;
- (c) the Debtors will enter into the Exit Facilities and the conditions precedent to funding under the Exit Facilities will have been satisfied or waived;
- (d) subject to Section 12.5 of the Plan, any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, will be reasonably acceptable to the Debtors, the Required Consenting Noteholders, and, consistent with the Platinum Consent Right, Platinum Equity, as applicable;
- (e) the Bankruptcy Court will have entered the Confirmation Order, the Confirmation Date will have occurred and the Confirmation Order will not have been stayed, rescinded, vacated or reversed on appeal;

- (f) the Restructuring Support Agreement will not have been terminated, and will be in full force and effect;
- (g) the Accommodation Agreements will not have been terminated, and will be in full force and effect;
- (h) all governmental and third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by the Plan will have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods will have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;
- (i) all reasonable fees and expenses (including attorney's fees and fees for other retained professionals, advisors and consultants) of the Consenting Noteholders, Platinum Equity, the DIP Agents, and the agents under the Exit Facilities incurred in connection with the Chapter 11 Cases, the negotiation and formulation of the Plan, DIP Facilities and Exit Facilities and related documents, and all transactions set forth herein or necessary to implement and consummate the Plan (whether incurred before or after the Commencement Date) will have been paid; and
- (j) all conditions precedent listed in (a)-(i) herein occurring prior to July 31, 2015.

3. Waiver of Conditions Precedent

The conditions precedent set forth in Sections 9.1 and 9.2 of the Plan may be waived in writing by the Debtors together with the prior written consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

4. Effect of Non-Occurrence of Effective Date

If the conditions listed in Sections 9.1 and 9.2 of the Plan are not satisfied or waived in accordance with the Plan, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Person or (ii) constitute an admission, acknowledgement, offer or undertaking by the Debtors, any of the other Restructuring Support Parties, or any other Person.

J. EFFECT OF CONFIRMATION

1. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal or equitable subordination relating thereto.

2. Vesting of Assets

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates, including without limitation, the intellectual property licenses and other agreements referenced in Section 8.8 of the Plan, will vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided pursuant to the Plan, the Confirmation Order, or the Exit Facilities. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if no cases were ever filed under any chapter or provision of the Bankruptcy Code, except as provided in the Plan.

3. Discharge of Claims and Termination of Interests

Except as otherwise provided in the Plan, effective as of the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Interests will be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such claims from and after the Commencement Date, against the Debtors or any of their assets, property or estates; (ii) the Plan will bind all holders of Claims and Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Interests will be satisfied, discharged, and released in full and the Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iv) all Persons will be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns and their assets and properties any other Claims and Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

4. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will

remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

5. Injunction Against Interference with Plan

From and after the Effective Date, all Persons are permanently enjoined from commencing or continuing in any manner, whether directly, derivatively or otherwise, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, interest, remedy, or liability whatsoever released or to be released pursuant to the Plan or the Confirmation Order. For the avoidance of doubt, in connection with such injunction, all Persons are permanently enjoined from (i) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order of any kind whatsoever, (ii) creating, perfecting or enforcing any encumbrance of any kind, (iii) asserting any right of setoff, subrogation or recoupment of any kind, or (iv) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, interest, remedy, or liability whatsoever released or to be released pursuant to the Plan or the Confirmation Order.

6. Releases by the Debtors

As of the Effective Date, except for the right to enforce the Plan and the Definitive Documents that remain in effect after the Effective Date, for good and valuable consideration, including, without limitation, the Released Parties' contributions to facilitating the Reorganization and implementing the Plan, to the fullest extent permitted by applicable law, the Released Parties are deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtors, their Estates and the Reorganized Debtors from (and the Debtors, their Estates, and the Reorganized Debtors are deemed to covenant with, and to, the Released Parties not to sue or otherwise seek recovery from the Released Parties on account of) any and all Claims, Interests, obligations, rights, suits, judgments, damages, Causes of Action (including, without limitation, under any state or federal securities laws), remedies and liabilities whatsoever, including, without limitation, any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Restructuring, the Reorganized Debtors, 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 Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any other Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Restructuring Support Agreement or related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan ~~, or upon any other act~~

~~or omission, transaction, agreement, event or other occurrence~~ taking place from the beginning of time through the Effective Date; provided that no Released Party will be released from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds and any events related thereto; provided further that nothing in the Plan will limit the liability of professionals to their clients pursuant to N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

7. Releases By Holders of Claims and Interests

As of the Effective Date, except for the right to enforce the Plan and the Definitive Documents that remain in effect after the Effective Date and the indemnification obligations that survive the Effective Date, (a) each holder of a Claim or Interest, other than any holder who ~~both~~-voted to reject the Plan and elected not to checked the opt outin box on the applicable ballot indicating its ~~wish~~consent to ~~opt-out~~ ~~of~~ the release provisions set forth in Section 10.7 of the Plan, and (b) each Released Party will be deemed, to the fullest extent allowed permitted by applicable law, to have, conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Reorganized Debtors and the Released Parties from (and are deemed to have covenanted with the Reorganized Debtors and the Released Parties not to sue or otherwise seek recovery from the Reorganized Debtors and the Released Parties on account of) any and all Claims, Interests, obligations, rights, suits, judgments, damages, Causes of Action (including, without limitation, under any state or federal securities laws), remedies and liabilities whatsoever, including, without limitation, any derivative Claims asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the 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 Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any other Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Plan Supplement, the Restructuring Support Agreement or related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan ~~, or upon any other act or omission, transaction, agreement, event or other occurrence~~ taking place from the beginning of time through the Effective Date; provided that no Released Party will be released from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto; provided further that nothing in the Plan will limit the liability of professionals to their clients pursuant to N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

As set forth above:

- Any holder of Claims or Interests that votes to reject the Plan may still indicate its consent to the granting of the releases contained in Section 10.7 of the Plan by checking the box on the applicable ballot.
- Subject to the reservation of rights set forth in the paragraph that immediately follows, the Debtors will argue that any holder of Claims or Interests that (i) votes to accept the Plan, (ii) elects not to vote, or (iii) submits an invalid ballot, should be deemed to have consented to the releases contained in Section 10.7 of the Plan to the fullest extent permitted by applicable law.
- With respect to any holder of Claims or Interests that (i) votes to accept the Plan but does not receive a distribution under the Plan as provided in Sections 4.4(c) and 4.6(b) of the Plan or (ii) elects not to vote or submits an invalid ballot, the Debtors believe that the deemed consent of any such holder to the releases in Section 10.7 of the Plan to be valid and binding in accordance with applicable legal standards and the Debtors intend to prosecute that position in connection with the Confirmation Hearing; provided that whether such action or inaction under clause (i) or (ii) above is legally binding consent under applicable law will be determined by the Bankruptcy Court in connection with the Confirmation Hearing and the rights of all parties in interest with respect to that issue are expressly reserved.

IF YOU VOTE TO ACCEPT THE PLAN, ~~YOU~~ELECT NOT TO VOTE, OR SUBMIT AN INVALID BALLOT, THE DEBTORS WILL ARGUE THAT YOU SHOULD BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER CONSENTED TO THE RELEASED AND DISCHARGED OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN SECTION 10.7 OF THE PLAN IF THE EFFECTIVE DATE OF THE PLAN OCCURS. THE COURT HAS NOT RULED ON THE VALIDITY OR SCOPE OF THE RELEASE OR THE "CONSENT" ISSUE DESCRIBED IN THIS PARAGRAPH AND WILL NOT DO SO UNTIL THE CONFIRMATION HEARING.

8. Exculpation

No Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated, to the fullest extent permitted by applicable law, from, any claim, obligation, cause of action or liability for any claim in connection with or arising out of, the administration of the Chapter 11 Cases, the entry into the Restructuring Support Agreement and related documents and the consummation of the transactions contemplated therein, the negotiation and drafting of the Plan, the solicitation of votes for the Plan, or confirmation or consummation of the Plan, the funding of the Plan, the administration of the Plan or the property to be distributed under the Plan, the issuance of Securities under or in connection

with the Plan, or any transactions, decisions, actions and/or inactions contemplated by or relating to any of the foregoing, except for willful misconduct or gross negligence, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors (and each of their respective agents, directors, officers, employees, affiliates, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting the Exculpated Parties from liability. Without limiting the generality of the foregoing, the Exculpated Parties will be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. Pursuant to section 105 of the Bankruptcy Code, no holder or purported holder of an Administrative Claim, Claim or Interest will be permitted to commence or continue any Cause of Action, employment of process, or any act to collect, offset, or recover any claim against an Exculpated Party that accrued on or before the Effective Date and that has been released or waived pursuant to the Plan. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan: (a) any release or exculpation given by PNC Bank, National Association in its capacity as DIP ABL Agent, Revolving DIP Lender or, to the extent that it provides any Exit Facilities, then also in its capacity as agent or lender under the Exit Facilities, shall be effective only upon the payment in full or conversion of the Revolving DIP Facility in accordance with Section 2.4 of the Plan; (b) nothing in the Plan exculpates, discharges or releases the Debtors from any obligations owed to the DIP ABL Agent or the Revolving DIP Lenders under the Revolving DIP Credit Facility (including any contingent indemnity obligations under the loan documents evidencing the Revolving DIP Credit Facility); (c) nothing in the Plan discharges any liens securing the Revolving DIP Credit Facility until the Debtors' obligations under the Revolving DIP Credit Facility are paid in full in accordance with Section 2.4 of the Plan; (d) the DIP ABL Agent will retain (i) its contingent reimbursement claims and (ii) its lien on any cash collateral that is pledged to secure contingent reimbursement obligations, in both cases with respect to outstanding letters of credit under the Revolving DIP Facility; and (e) if the Revolving DIP Facility is converted into the Revolving Exit Facility (with consent of the DIP ABL Agent and the Revolving DIP Lenders) or if the DIP ABL Agent and the Revolving DIP Lenders provide any Exit Facilities, then the DIP ABL Agent will retain a lien on assets of the Debtors to secure the applicable Exit Facilities as set forth in the definitive documentation for the applicable Exit Facilities.

9. Retention of Causes of Action/Reservation of Rights

Except as otherwise provided in the Plan, including Sections 10.6, 10.7, and 10.8 of the Plan, pursuant to section 1123(b) of the Bankruptcy Code, the Reorganized Debtors will retain and may enforce, sue on, settle or compromise (or decline to do any of the foregoing) all claims, rights, causes of action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their estates may hold against any

person or entity without the approval of the Bankruptcy Court, including, without limitation, (i) any and all claims against any Person, to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against the Debtors, the Reorganized Debtors, their respective Estates, their officers, directors or representatives; and (ii) the turnover of any property of the Estates; *provided, that*, the Reorganized Debtors will not retain any claims or Causes of Action against the Released Parties (other than claims or Causes of Action arising out of or relating to any act or omission of a Released Party that (i) is a criminal act, or (ii) constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto, which claims or Causes of Action are hereby preserved). The Reorganized Debtors or their successor(s) may pursue such retained claims, rights, or causes of action, suits or proceedings, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) who hold such rights.

Except as otherwise provided in the Plan, including Sections 10.6, 10.7, and 10.8 of the Plan, nothing contained in the Plan or in the Confirmation Order will be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff or other legal or equitable defense which the Debtors had immediately before the Commencement Date, against or with respect to any Claim left Unimpaired by the Plan; provided that the Reorganized Debtors will not retain any claims or Causes of Action against the Released Parties (other than claims or Causes of Action arising out of or relating to any act or omission of a Released Party that (i) is a criminal act, or (ii) constitutes fraud, gross negligence or willful misconduct as determined by a Final Order, except in connection with the issuance of the Unsecured Notes, the use of their proceeds, and any events related thereto, which claims or Causes of Action are hereby preserved). The Reorganized Debtors will have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff and other legal or equitable defenses which they had immediately before the Commencement Date with respect to any Claim left Unimpaired by the Plan as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

10. Solicitation of the Plan

The Plan provides that as of and subject to the occurrence of the Confirmation Date: (i) the Debtors will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys will be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or

regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

11. Plan Supplement

Pursuant to the Plan, the Plan Supplement will be filed with the Clerk of the Bankruptcy Court by no later than the Plan Supplement Filing Date. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents to be included in the Plan Supplement will be posted at the website of the Debtors' notice, claims, and solicitation agent as they become available. The Plan Supplement will contain, among other things, substantially final forms of the Amended Organizational Documents, the Schedule of Assumed Contracts, the Schedule of Rejected Contracts, the Exit Term Loan, the Revolving Exit Facility, the Management Incentive Plan, the Shareholders Agreement, the New Warrant Agreement, and, to the extent known, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code regarding members of the New Board.

12. Corporate and Limited Liability Company Action

Upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved in all respects, including (a) the assumption of the Benefit Plans of the Debtors as provided in the Plan, (b) the selection of the managers, directors, and officers for the Reorganized Debtors, (c) the issuance and distribution of the New Common Stock, (d) the entry into the Revolving Exit Facility and the Exit Term Loan, (e) the approval of the Accommodation Agreements, and (f) the issuance and distribution of the New Warrants, and (g) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan will be deemed to have occurred and will be in effect, without any requirement of further action by the security holders, directors, managers or officers of the Debtors or the Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, will be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors, including (w) the Amended Organizational Documents, (x) the Exit Facilities, and (y) the Accommodation Agreements, and (z) any and all other agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by Section 10.12 of the Plan will be effective notwithstanding any requirements under non-bankruptcy law.

K. RETENTION OF JURISDICTION

On and after the Effective Date, the Bankruptcy Court will retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to determine any motion, adversary proceeding, application, contested matter and other litigated matter pending on or commenced after the Confirmation Date;
- (b) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- (c) to consider the allowance, classification, priority, compromise, estimation or payment of any Claim;
- (d) to enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;
- (e) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;
- (f) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;
- (g) to hear and determine all applications under sections 330, 331 and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred before the Confirmation Date;
- (h) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Plan Supplement, or the Confirmation Order or any agreement, instrument or other document governing or relating to any of the foregoing;
- (i) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute and consummate the Plan or to maintain the integrity of the Plan following consummation;
- (j) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to

which a Debtor or Reorganized Debtor is party or with respect to which a Debtor or Reorganized Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Section 8 of the Plan, any executory contracts or unexpired leases to the Schedule of Rejected Contracts or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

- (k) to resolve disputes as to the ownership of any Claim or Interest;
- (l) to hear and determine any matter, case, controversy, suit, dispute, or Cause of Action (i) regarding the existence, nature, and scope of the discharge, releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such discharge, releases, injunctions, exculpations, and other provisions;
- (m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;
- (n) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);
- (o) to adjudicate, decide, or resolve any Causes of Actions and Cure Disputes;
- (p) to adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- (q) to resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim for amounts not timely repaid;
- (r) to adjudicate any and all disputes arising from or relating to distributions under the Plan;
- (s) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

- (t) to enter a final decree closing the Chapter 11 Cases;
- (u) to recover all assets of the Debtors and property of the Estates, wherever located; and
- (v) to hear and determine any rights, Claims or causes of action held by or accruing to Reorganized Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory.

L. MISCELLANEOUS PROVISIONS

1. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code will be paid by the Debtors on or before the Effective Date, and by the Reorganized Debtors after the Effective Date until the Chapter 11 Cases are closed.

2. Substantial Consummation

On the Effective Date, the Plan will be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

3. Dissolution of Creditors Committee

On the Effective Date, the Creditors Committee will dissolve, and the members thereof will be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; provided that the Creditors Committee will exist, and its professionals will be retained, after the Effective Date with respect to (i) all applications filed pursuant to sections 330 and 331 of the Bankruptcy Code and any related hearings; and (ii) pending appeals of the Confirmation Order, if any.

4. Request for Expedited Determination of Taxes

The Reorganized Debtors will have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods (or portions thereof) ending after the Commencement Date through the Effective Date.

5. Amendments

(a) *Plan Modifications.* The Plan provides that it may be amended, modified or supplemented by the Debtors or the Reorganized Debtors, as applicable, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code; provided that such amendments, modifications, or supplements will be satisfactory in all respects to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. In addition, after the Confirmation Date, the Debtors or the Reorganized Debtors, as applicable, may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan.

(b) *Other Amendments.* Pursuant to the Plan, before the Effective Date, the Debtors may make appropriate technical adjustments or modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court; *provided, however*, that such technical adjustments and modifications will be satisfactory to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable.

6. Revocation or Withdrawal of the Plan

The Debtors may not revoke or withdraw the Plan before the Effective Date without the consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable; provided that the Debtors may revoke or withdraw the Plan if such withdrawal is in the exercise of their fiduciary duty or otherwise permitted under the Restructuring Support Agreement. If the Debtors take such action, the Plan will be deemed null and void. In such event, nothing contained in the Plan will constitute or be deemed to be a waiver or release of any Claims by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

7. Severability of Plan Provisions upon Confirmation

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors (to be made only with the consent of the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable), will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted; provided that any such alteration or interpretation will be acceptable to the Debtors, the Required Consenting Noteholders and, consistent with the Platinum Consent Right, Platinum Equity, as applicable. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such

holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Reorganized Debtors (as the case may be); and (iii) nonseverable and mutually dependent.

8. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Plan or a schedule in the Plan Supplement provides otherwise, the rights, duties and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

9. Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 will apply.

10. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents contained in the Plan Supplement will be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties and each of their respective successors and assigns.

11. Successor and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or permitted assign, if any, of each Entity.

12. Entire Agreement

On the Effective Date, the Plan, the Plan Supplement and the Confirmation Order will supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

13. Notices

All notices, requests and demands to or upon the Reorganized Debtors to be effective will be in writing (including by facsimile transmission) and, unless otherwise expressly provided in the Plan, will be deemed to have been duly given or made when

actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) if to the Reorganized Debtors:

Chassix, Inc.
300 Galleria Officecentre
Suite 501
Southfield, Michigan 48034
Facsimile: (248) 532-0241
Attn: Bibi N. Di Serio, Esq.

- and -

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ray C. Schrock, P.C.
Marcia L. Goldstein, Esq.
Matthew P. Goren, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

(b) if to Platinum Equity:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005
Attn: Dennis F. Dunne, Esq.
Samuel Khalil, Esq.
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

(c) if to the DIP ABL Agent:

Bodman PLC
1901 St. Antoine Street, 6th Floor at Ford Field
Detroit, Michigan 48226
Attn: Robert J. Diehl, Jr., Esq.
Telephone: (313) 393-7597
Facsimile: (313) 393-7579

(d) if to the DIP Term Agent:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Facsimile: (860) 251-5099
Attention: Nathan Z. Plotkin, Esq.

(e) if to the Consenting Noteholders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Andrew N. Rosenberg, Esq.
Alice B. Eaton, Esq.
Telephone: (212) 373-3000
Facsimile: (212) 492-0158

(f) if to the Exit Term Loan Lenders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Andrew N. Rosenberg, Esq.
Alice B. Eaton, Esq.
Telephone: (212) 373-3000
Facsimile: (212) 492-0158

After the Effective Date, the Reorganized Debtors have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 and to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

VII.

VALUATION OF THE DEBTORS

THE VALUATIONS SET FORTH HEREIN REPRESENT ESTIMATED DISTRIBUTABLE VALUE FOR THE DEBTORS AND DO NOT NECESSARILY REFLECT VALUES THAT COULD BE ATTAINABLE IN THE PUBLIC OR PRIVATE MARKETS. THE VALUE OF THE NEW COMMON STOCK DOES NOT PURPORT TO BE AN ESTIMATE OF THE POST-REORGANIZATION MARKET VALUE OF THE DEBTORS.

A. OVERVIEW OF VALUATION

Solely for purposes of the Plan, the Debtors have been advised by Lazard, their investment banker and financial advisors, with respect to the going-concern value (the “**Enterprise Value**”) of the Reorganized Debtors (together with their non-Debtor subsidiaries, “**Reorganized Chassix**”). The Enterprise Value is based on projections provided by the Debtors’ management for the fiscal years 2015 through 2019 (the “**Projection Period**”), attached to this Disclosure Statement as Exhibit C (the “**Financial Projections**”). Lazard has undertaken this Valuation Analysis to estimate the value available for distribution to holders of equity interests in Reorganized Chassix under the Plan and to analyze the relative recoveries of each thereunder. The Valuation Analysis assumes that the Effective Date occurs on July 31, 2015.

The estimated total value available for distribution to holders of equity interests in Reorganized Chassix pursuant to the Plan (the “**Distributable Value**”) consists of the Enterprise Value reduced by expected net debt of Reorganized Chassix (inclusive of indebtedness, capital leases and cash at U.S. and foreign operations) and increased by expected net cash. Solely for purposes of the Plan, Lazard estimates that the Enterprise Value of Reorganized Chassix falls within a range of \$450 million to \$550 million (mid-point of \$500 million). The Debtors estimate that Distributable Value will be approximately within a range of \$280 to \$380 million (mid-point of \$330 million). Distributable Value reflects the repayment of the outstanding DIP Facilities as well as net cash after accounting for the expected benefit from the normalization of trade terms less the payment of administrative and priority claims and estimated other exit costs and fees. For the avoidance of doubt, Reorganized Chassix’s equity value is subject to dilution by shares issued under the Management Incentive Plan and any potential future exercise of outstanding warrants.

THE VALUATION ANALYSIS REFLECTS WORK PERFORMED BY LAZARD ON THE BASIS OF INFORMATION AVAILABLE TO LAZARD AS OF THE DATE HEREOF AND IS PREMISED UPON, AMONG OTHER THINGS, AN ASSUMED EFFECTIVE DATE OF JULY 31, 2015. ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY AFFECT LAZARD’S CONCLUSIONS, NEITHER LAZARD NOR THE DEBTORS HAVE ANY OBLIGATION TO UPDATE, REVISE OR REAFFIRM THESE ESTIMATES.

Lazard assumed that the Financial Projections prepared by the Debtors' management were reasonably prepared in good faith and on a basis reflecting the Debtors' most accurate currently available estimates and judgments as to the future operating and financial performance of Reorganized Chassix. Lazard's Valuation Analysis assumes that Reorganized Chassix will achieve its Financial Projections in all material respects, including revenue and EBITDA growth and improvements in EBITDA margins, earnings, cash flow, and tax savings, as projected. If the business performs at levels below those set forth in the Financial Projections, such performance may have a materially negative impact on the value of Reorganized Chassix, the New Common Stock and the New Warrants issued pursuant to the Plan. Conversely, if the business performs at levels above those set forth in the Financial Projections, such performance may have a materially positive impact on the value of the Reorganized Debtors, the New Common Stock and the New Warrants.

In performing its Valuation Analysis, Lazard did the following: (i) reviewed certain historical financial information of the Debtors for recent years; (ii) reviewed certain internal financial and operating data of the Debtors, which data was prepared and provided to Lazard by the management of the Debtors and which relates to Reorganized Chassix's businesses and its prospects; (iii) met with the Debtors' senior management team to discuss Reorganized Chassix's present and future operations and business prospects; (iv) reviewed certain publicly available financial data for, and considered the market value of, public companies that Lazard deemed generally relevant in evaluating the operating business of Reorganized Chassix; (v) considered certain economic and industry information relevant to the operating business; and (vi) conducted such other studies, analyses, inquiries and investigations as it deemed appropriate. Lazard assumed and relied on the accuracy and completeness of all financial and other information furnished to it by management of the Debtors and the Debtors' advisors, as well as publicly available information.

Lazard did not independently verify the Financial Projections in connection with its Valuation Analysis, and no independent valuations or appraisals of Reorganized Chassix were sought or obtained in connection herewith. Such forecasts were developed solely for purposes of the formulation and negotiation of the Plan. The estimates of the Enterprise Value prepared by Lazard represent the hypothetical reorganization value of Reorganized Chassix. Such estimates were developed solely for purposes of the Plan and the analysis of implied relative recoveries to creditors thereunder.

Lazard's Valuation Analysis of Reorganized Chassix does not constitute a recommendation to any holder of an Allowed Claim entitled to vote to accept or reject the Plan. Lazard has not been asked to, and does not express, any view as to what the trading value of Reorganized Chassix's securities may be when issued on the Effective Date or the prices at which they may trade in the future. Lazard's Valuation Analysis of Reorganized Chassix set forth herein does not constitute an opinion as to fairness from a financial point of view to any person of the distribution to be received by such person under the Plan.

Lazard's Valuation Analysis reflects the application of standard valuation techniques and does not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of any securities to

be issued pursuant to the Plan, which may be significantly different than the amounts set forth herein. The value of an operating business is subject to numerous uncertainties and contingencies which are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such a business. As a result, the estimated valuation of Reorganized Chassix set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Neither the Debtors, Reorganized Chassix, Lazard, nor any other person assumes responsibility for any differences between the estimated valuation and such actual outcomes. Actual market prices of securities at issuance will depend upon, among other things, the operating performance of Reorganized Chassix, prevailing interest rates, conditions in the financial markets, the anticipated holding period of securities received by prepetition creditors (some of whom may prefer to liquidate their investment rather than hold it on a long-term basis), developments in Reorganized Chassix's industry and economic conditions generally, and other factors which generally influence the prices of securities.

As noted above, Lazard's estimate of the hypothetical Enterprise Value consists of the aggregate Enterprise Value of Reorganized Chassix on a going-concern basis as of the assumed Effective Date. The Plan does not consolidate the Debtor entities for purposes of measuring claims or distributions. As such, the values of the individual Debtors and the Allowed Claims against such Debtors may affect amounts available for distribution to the creditors of each individual Debtor.

B. ADDITIONAL ASSUMPTIONS REGARDING THE REORGANIZED DEBTORS

Solely for purposes of the Plan, with respect to the Enterprise Value of Reorganized Chassix, in addition to the foregoing, Lazard has relied upon the following assumptions:

- The successful reorganization of the Debtors' businesses and finances in a timely manner.
- The implementation of Reorganized Chassix's business plan and the achievement of the financial forecasts reflected therein.
- The present senior management of the Debtors will continue in their current positions following consummation of the Plan.
- The general financial and market conditions as of the assumed Effective Date of the Plan will not differ materially from those conditions prevailing as of the date of this Disclosure Statement or through the Projection Period.
- The Plan becomes effective in accordance with the estimates and other assumptions discussed herein.
- The Accommodation Agreements will be approved by the Bankruptcy Court and will remain in full force and effect.

C. VALUATION METHODOLOGY

The following is a brief summary of certain financial analyses performed by Lazard, including a discounted cash flow analysis, publicly traded company analysis and precedent transactions analysis, to arrive at its estimate of the hypothetical Enterprise Value of Reorganized Chassix. Lazard performed certain procedures, including each of the financial analyses described below, and reviewed the assumptions with the Debtors' management on which such analyses were based and other factors, including the projected financial results of Reorganized Chassix.

Under the valuation methodologies summarized below, Lazard derived a going-concern value estimate assuming Reorganized Chassix is a full federal cash taxpayer.

1. Discounted Cash Flow Analysis

The Discounted Cash Flow ("DCF") analysis is a forward-looking enterprise valuation methodology that relates the value of an asset or business to the present value of expected future cash flows to be generated by that asset or business. The DCF methodology discounts projected future cash flows by the business's weighted average cost of capital (the "WACC"). The WACC reflects the estimated blended rate of return that debt and equity investors would require to invest in the business based on a long-term industry median capital structure. The DCF analysis calculates Reorganized Chassix's Enterprise Value by measuring the present value of Reorganized Chassix's unlevered after-tax free cash flows based on the Debtors' projections from August 1, 2015 to December 30, 2019 plus an estimate of the value of the firm beyond the Projection Period, known as the terminal value. The terminal value is derived by applying a perpetuity growth rate for Reorganized Chassix's terminal year unlevered free cash flow. Lazard also considered calculating the terminal value by applying a multiple to Reorganized Chassix's projected EBITDA in the terminal year, discounted back to the present by the WACC. The terminal year multiple calculation substantiated the perpetuity growth method for analyzing terminal value.

To estimate the WACC, Lazard used the implied cost of equity and the implied after-tax cost of debt for Reorganized Chassix, assuming a targeted long-term debt-to-total capitalization ratio consistent with Reorganized Chassix's expected capital structure over the forecast period post-emergence. Lazard calculated the cost of equity based on the "Capital Asset Pricing Model" which assumes that the required equity return is a function of the risk-free cost of capital and the correlation of a publicly traded stock's performance to the return on the broader market. To estimate the cost of debt, Lazard estimated Reorganized Chassix's blended cost of debt based on Reorganized Chassix's expected capital structure and credit profile over the forecast period post-emergence. In determining terminal value, Lazard relied upon a range of long-term growth rates, and compared perpetuity growth rates that incorporated various perspectives of growth for companies in the automotive supplier sector.

The estimated cash flows and estimated WACC of Reorganized Chassix are used to derive a potential value. Analyzing the results of such an estimate is not purely mathematical, but instead involves complex considerations and judgments concerning potential variances in the projected financial and operating characteristics of Reorganized Chassix, as

well as other factors that could affect the future prospects and cost of capital considerations for the company.

Lazard performed the DCF calculation based on the unlevered after-tax free cash flows for the Projection Period. Lazard utilized management's detailed financial projections as the primary input. Beginning with earnings before interest and taxes, the analysis taxes this figure at an assumed rate of 35% to calculate an unlevered net income figure. The analysis then adds back the non-cash operating expense of depreciation and amortization. In addition, other factors affecting free cash flow are taken into account, such as the change in working capital, as well as capital expenditures, all of which do not affect the income statement and therefore require separate adjustments in the calculation of unlevered after-tax free cash flows.

2. Publicly Traded Company Analysis

A publicly traded company analysis estimates value based on a comparison of the target company's financial statistics with the financial statistics of public companies that are similar to the target company. The analysis establishes a benchmark for asset valuation by deriving the value of "comparable" assets, standardized using a common financial metric. The analysis includes a detailed multi-year financial comparison of each company's income statement, balance sheet and cash flow statement. In addition, each company's performance, profitability, margins, leverage and business trends are also examined. Based on these analyses, a number of financial multiples and ratios are calculated to gauge each company's relative performance and valuation.

A key factor to this approach is the selection of companies with relatively similar business and operational characteristics to the target company. Criteria for selecting comparable companies for the analysis include, among other relevant characteristics, similar lines of businesses, business risks, growth prospects, maturity of businesses, market presence, size, and scale of operations. The selection of truly comparable companies is often difficult and subject to limitations due to sample size and the availability of meaningful market-based information. However, the underlying concept is to develop a premise for relative value, which, when coupled with other approaches, presents a foundation for determining firm value.

In determining an estimate for the Enterprise Value of Reorganized Chassix using this valuation approach, Lazard principally focused on comparable companies in the automotive supplier industry. While none of these companies are perfectly comparable to Reorganized Chassix, the application of the trading multiples of these companies to various financial metrics of Reorganized Chassix presents a reasonable indication of the Enterprise Value of Reorganized Chassix.

3. Precedent Transactions Analysis

The precedent transactions analysis estimates value by examining public merger and acquisition transactions. The valuations paid in such acquisitions or implied in such mergers are analyzed as ratios of various financial results. These transaction multiples are calculated based on the purchase price (including any debt assumed or retired) paid to acquire

companies that are comparable to Reorganized Chassix. Since precedent transactions analysis reflects aspects of value other than the intrinsic value of a company, coupled with the fact that these transactions may have occurred in a different operating and financial environment, there can be potential limitations to the application of precedent transactions analysis to determining the Enterprise Value of Reorganized Chassix. While Lazard considered precedent transactions since 2010, Lazard believes that the precedent transactions identified have less relevance when assessing the Enterprise Value of Reorganized Chassix.

THE SUMMARY SET FORTH ABOVE DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE ANALYSES PERFORMED BY LAZARD. THE PREPARATION OF A VALUATION ESTIMATE INVOLVES VARIOUS DETERMINATIONS AS TO THE MOST APPROPRIATE AND RELEVANT METHODS OF FINANCIAL ANALYSIS AND THE APPLICATION OF THESE METHODS IN THE PARTICULAR CIRCUMSTANCES AND, THEREFORE, SUCH AN ESTIMATE IS NOT READILY SUITABLE TO SUMMARY DESCRIPTION. IN PERFORMING THESE ANALYSES, LAZARD AND THE DEBTORS MADE NUMEROUS ASSUMPTIONS WITH RESPECT TO INDUSTRY PERFORMANCE, BUSINESS AND ECONOMIC CONDITIONS AND OTHER MATTERS. THE ANALYSES PERFORMED BY LAZARD ARE NOT NECESSARILY INDICATIVE OF ACTUAL VALUES OR FUTURE RESULTS, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN SUGGESTED BY SUCH ANALYSES.

VIII.

CERTAIN RISK FACTORS AFFECTING THE DEBTORS

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Risk of Non-Confirmation of the Plan of Reorganization

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate resolicitation of votes.

2. Non-Consensual Confirmation

In the event any impaired class of claims or interests entitled to vote on a plan of reorganization does not accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class 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 classes. *See* Section X.C.2.

3. Risk of Delay in Confirmation of the Plan

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to such timing. The Restructuring Support Agreement contemplates an outside exit date of July 17, 2015.

4. Risks Related to the Restructuring Support Agreement and DIP Credit Facility

In the event of a breach or termination of the Restructuring Support Agreement, the Debtors' ability to reorganize will be delayed. In addition, in the event of a default under the DIP Facilities, the DIP Lenders may seek, among other things, certain remedies with respect to the collateral securing the DIP Facilities, and take certain other actions against the Debtors.

B. ADDITIONAL FACTORS TO BE CONSIDERED

1. The Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the Commencement Date, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the

information set forth herein since that date. The Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision.

3. Financial Projections Are Not Assured, Actual Results May Vary, and Variances from Financial Projections May Occur

The fundamental premise of the Plan is the reduction of the Debtors' debt levels and the implementation and realization of the Debtors' business plan and the accommodations received pursuant to the Accommodation Agreements, as reflected in the projections set forth in the Financial Projections, annexed as **Exhibit C** hereto. The Financial Projections reflect numerous assumptions concerning the anticipated future performance of the Debtors, some of which may not materialize. Such assumptions include, among other items, assumptions concerning the economy, the ability to effectuate management's business plan, and control future operating expenses. The Debtors believe that the assumptions underlying the Financial Projections are reasonable. However, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the actual financial results of the Debtors. Therefore, the actual results achieved throughout the periods covered by the Financial Projections necessarily will vary from the projected results, and such variations may be material and adverse.

Certain of the information contained in this Disclosure Statement is, by nature, forward looking, and contains estimates and assumptions which might ultimately prove to be incorrect, and contains projections including, without limitation, the Financial Projections, which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, including, without limitation, the projections and Financial Projections and estimates herein should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

4. No Legal or Tax Advice Is Provided to You by This Disclosure Statement

The contents of this Disclosure Statement should **not** be construed as legal, business or tax advice. Each holder of a Claim or Interest should consult his, her, or its own legal counsel and accountant as to legal, tax and other matters concerning his, her, or its Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

5. No Admission Made

Nothing contained in the Plan will constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or on holders of Claims or Interests.

6. A Liquid Trading Market for the New Common Stock is Unlikely to Develop

A liquid trading market for the New Common Stock is unlikely to develop. As of the Effective Date, the New Common Stock will not be listed for trading on any stock exchange or trading system and the Reorganized Debtors will not file any reports with the SEC. Consequently, the trading liquidity of the New Common Stock will be limited as of the Effective Date. The future liquidity of the trading markets for New Common Stock will depend, among other things, upon the number of holders of such securities, whether such securities become listed for trading on an exchange or trading system at some future time and whether the Reorganized Debtors begin to file annual and quarterly reports with the SEC.

7. Business Factors and Competitive Conditions

(a) The Cyclical and Unpredictable Nature of the Automotive Industry

The Debtors' businesses are directly related to and automotive vehicle production and sales. The automotive industry is highly cyclical and, in addition to general economic conditions, depends on several factors, such as consumer confidence and preference. Automotive sales and production can also easily be affected by labor relations issues, regulatory requirements, trade agreements, the availability of consumer financing, and other similar factors. A significant decrease in the sale of automotive vehicles would likely result in substantially all of the Debtors' customers lowering vehicle production schedules, which would have a direct impact on the Debtors' earnings and cash flows. Any economic decline that results in the reduction of automotive sales and production may have an adverse effect on the Debtors' businesses, results of operations, and financial condition.

The Debtors' earnings are also affected by inventory levels and customer production levels. Due to the cyclical nature of the automotive industry, the Debtors cannot predict when their customers will decide to increase or decrease inventory levels or whether new inventory levels will approximate historical inventory levels. This uncertainty and other unexpected fluctuations could have a material adverse effect on the Debtors' businesses and their financial condition.

The automotive industry is also seasonal in nature, meaning that some of the Debtors' customers may shut down vehicle production during certain months or weeks of the year. Such seasonality could also adversely affect the Debtors' sales during any given fiscal year.

(b) **A Change in Product Mix Offered
by Customers Can Impact Revenue**

The Debtors are dependent on the continued growth, viability, and financial stability of their customers, including the OEM Customers. The automotive industry is subject to rapid technological change, vigorous competition, short product life cycles and cyclical and reduced consumer demand patterns. When the Debtors' customers are adversely affected by these factors, the Debtors may be similarly affected to the extent that their customers reduce the volume of orders for the Debtors' products. As a result of changes impacting their customers, sales mix can shift, which may have unfavorable (or favorable) impact on the Debtors. A decrease in consumer demand for specific types of vehicles where the Debtors have traditionally provided significant content could have a detrimental effect on the Debtors' businesses.

(c) **Dependence on a Small Number of Significant Customers**

The Debtors' three largest end-use customers (Ford, General Motors, and Chrysler) accounted for approximately 83% of global sales for the fiscal year ended December 31, 2014. Although the Debtors expect to maintain their relationships with their customers, the Debtors may not always be able to maintain such relationships or continue to supply their customers at the current levels. While most instances the Debtors' customers agree to purchase their requirements for specific products from the Debtors, they are not required to purchase any minimum amount of product. A significant decrease in demand for certain key models sold by any of the Debtors' major customers or the ability of a manufacturer to resource and discontinue purchasing key models from the Debtors could have a material adverse effect on the Debtors' businesses.

(d) **Disruptions in the Supply of Goods and/or Services**

In the operation of their businesses, the Debtors and their customers utilize a wide range of materials and supplies, including aluminum, iron, and other metals. A disruption in the supply of these materials could decrease the Debtors' production and shipping levels, which would increase the Debtors' operating costs and materially decrease profit margins.

As described herein, the Debtors ship products to their customers' vehicle assembly plants on a "just-in-time" basis in order to maintain low inventory levels. The Debtors' suppliers also use a similar method. This "just-in-time" method makes the Debtors' supply chain very complex and highly vulnerable to disruptions. Such disruptions could be caused by, among other things, a closure of one of the Debtor's or their suppliers' plants or critical manufacturing lines due to strikes, mechanical breakdowns, electrical outages, fires, explosions or political upheaval, as well as logistical complications due to weather, global climate change, volcanic eruptions, or other natural or nuclear disasters, mechanical failures, delayed customs processing and more. A supply chain disruption could result in delivery delays, production issues, or the delivery of non-conforming products. Thus, any delay or disruption in the Debtors' supply chain can have a catastrophic effect on the Debtors'

operations. Even where these risks do not materialize, the Debtors may incur significant costs in making contingency plans for such risks.

Moreover, if the Debtors fail to make timely deliveries in accordance with their contractual obligations, they generally have to absorb the costs for identifying and solving the “root cause” problem, producing replacement components or products and cost associated with overtime and premium freight. If the Debtors cause a customer to halt production, the customer may seek to recoup all of its losses and expenses from the Debtors, which could be significant.

(e) **Increase in Cost of Materials and Other Supplies**

Significant changes in the markets where the Debtors purchase materials, components, and supplies for the production of their products may adversely affect the Debtors’ results of operations—particularly in the event of significant increases in demand where there is not a corresponding increase in supply, inflation, or other pricing increases. In recent years there have been significant fluctuations in the global prices of aluminum and iron and fuel charges, which have in the past had and may in the future have an unfavorable impact on the Debtors’ financial condition. While the Debtors are able to pass through almost all increases in underlying aluminum and iron prices to their customers, such price increases may have a detrimental effect on the businesses of the Debtors’ customers and result in decreased demand for products.

(f) **Competitive Automotive Supply Industry**

The automotive industry is highly competitive. Competition is based primarily on price, technology, quality, delivery and overall customer service. While the Debtors expect to emerge from the Chapter 11 Cases as a successful enterprise, there can be no assurance that the Debtors’ products will be able to compete with the products of their competitors. Moreover, consolidation in the automotive industry may lead to decreased product purchases from the Debtors. As a result, the Debtors’ sales levels and margins could be adversely affected by pricing pressures coming from their customers and pricing actions of competitors. These factors have led to selective resourcing of business to competitors in the past and may also do so in the future.

(g) **Risks Pertaining to Manufacturing Challenges**

The volume and timing of automotive sales may vary due to, among other things, variation in demand based on consumer preferences or changes in economic conditions, the attempts to manage inventory, design changes, and changes in manufacturing strategy. Accordingly, many of the Debtors’ customers do not commit to long-term volume purchases. The inability to forecast the level of customer orders with certainty makes it difficult to schedule production and maximize utilization of manufacturing capacity.

(h) **Risks Pertaining to Technology**

While the Debtors are currently experiencing a shift towards more aluminum products in the component parts that they produce, changes in regulatory or industry

requirements, or in the price of aluminum or other materials may render certain of the Debtors' products less attractive. If aluminum prices were to rise substantially, or if the Debtors' customers are able to achieve superior fuel economy through means other than light weighting of the vehicle with additional aluminum components, it could cause such customers to shift away from aluminum components towards more iron or steel components that could be less expensive. If that were to occur, it would be very expensive for the Debtors to significantly increase their iron capacity (or to add steel capacity). The Debtors cannot provide assurance that certain of their current products will not become less competitive or obsolete in the future.

Moreover, the Debtors' ability to keep their businesses operating effectively depends on the functional and efficient operation of information technology and telecommunications systems. They rely on these systems to make a variety of day-to-day business decisions as well as to track transactions, billings, payments, and inventory. The Debtors' systems, as well as those of their customers, suppliers, partners, and service providers, are susceptible to interruptions (including those caused by systems failures, malicious computer software (malware), and other natural or man-made incidents or disasters), which may be prolonged. The Debtors are also susceptible to security breaches that may go undetected. Although the Debtors have taken precautions to mitigate such events, including geographically diverse data centers and redundant infrastructure, a significant or large-scale interruption of their information technology could adversely affect the Debtors ability to manage and keep their operations running efficiently and effectively. An incident that results in a wider or sustained disruption to the Debtors' businesses could have a material adverse effect on their businesses, financial condition, and results of operations.

(i) **Product Liability and Related Risks**

The risk of product liability, recall, and warranty claims are inherent in the design, manufacture, and sale of automotive products—the failure of which could result in property damage, personal injury, or death. In addition, the Debtors may be required to participate in a recall involving their products. Furthermore, the Debtors' customers can initiate a recall of the Debtors' products without their agreement and offset costs of the recall against the Debtors' accounts receivable. A successful product liability claim could have a material adverse effect on the Debtors' businesses.

In addition, in the ordinary course of their businesses, the Debtors may be involved in other legal proceedings, which would adversely affect their cash flows, financial condition, or results of operations.

(j) **Risks Pertaining to Labor**

The Debtors' business is labor-intensive and unions represent approximately 270 employees working at two of the Debtors' facilities. A strike or other form of significant work disruption by the Debtors' employees would likely have an adverse effect on their ability to operate their businesses. In addition, the Debtors' inability or the inability of any of their customers, their suppliers or their customers' suppliers to negotiate an extension of a

collective bargaining agreement upon its expiration could reduce the Debtors' sales and harm profitability.

(k) **Environmental Risks**

The Debtors are subject to various environmental laws, including those governing discharges into the air and water, the storage, handling and disposal of solid and hazardous wastes, the remediation of contaminated soil and groundwater, and the health and safety of their employees. The Debtors are also required to obtain permits from governmental authorities for certain operations. While the Debtors expect to remain in compliance with all applicable environmental laws and regulations, the Debtors may not be in complete compliance with these laws and permits at all times and any related violations could result in governmental fines or other sanctions, some of which could be material. The Debtors' manufacturing operations and the history of industrial uses at some of their facilities expose the Debtors to the risk of environmental liabilities that could have a material adverse effect on their business. For example, the Debtors may be liable for the costs of clean-up of contamination at current or former facilities, as well as sites at which the Debtors or their predecessors disposed of hazardous waste. The Debtors could be liable even if they did not know about or cause the contamination and even if the practices that resulted in the contamination were legal when they occurred. Thus, the Debtors cannot assure that costs of complying with current and future environmental and health and safety laws, and their liabilities arising from past or future releases of, or exposure to, hazardous substances will not adversely affect their financial condition.

(l) **Implementation of Business Plan**

The Debtors believe that they will succeed in implementing and executing their business plan and financial restructuring. However, there are risks that the goals of the Debtors' going-forward business plan and financial restructuring strategy will not be achieved. In such event, the Debtors may be forced to sell all or parts of their business, develop and implement further restructuring plans not contemplated herein, or become subject to further insolvency proceedings.

IX.

CERTAIN U. S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of certain Claims. This discussion does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired or deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Tax Code, Treasury regulations, judicial authorities, published positions of the Internal Revenue Service (“IRS”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (*e.g.*, foreign taxpayers, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax (“AMT”) or the “Medicare” tax on unearned income, and persons holding Claims that are part of a straddle, hedging, constructive sale, or conversion transaction). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it apply to any person that acquires any of the New Common Stock or the New Warrants in the secondary market.

This discussion assumes that the Claims, the New Common Stock and the New Warrants are held as “capital assets” (generally, property held for investment) within the meaning of section 1221 of the Tax Code and that the various debt and other arrangements to which the Debtors are parties will be respected for U.S. federal income tax purposes in accordance with their form.

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 YOUR INDIVIDUAL CIRCUMSTANCES. YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. CONSEQUENCES TO THE DEBTORS

For U.S. federal income tax purposes, the Debtors are members of an affiliated group of corporations (or disregarded entities wholly owned by members of such group) of which DHC is the common parent, which files a single consolidated U.S. federal income tax return (the “**Dharma Group**”). The Debtors estimate that the Dharma Group has net operating loss (“**NOL**”) carryforwards of approximately \$264 million for U.S. federal income tax purposes as of December 31, 2014, and certain other tax attributes. Certain of these tax attributes are subject to existing limitations. The amount of any such NOL carryforwards and other tax attributes, and the extent to which any limitations apply, remain subject to audit and adjustment by the IRS.

Pursuant to the Plan, new common stock of UC Holdings will be distributed, as a result of which UC Holdings and the other Debtors (other than Chassix Holdings) will be deconsolidated from the Dharma Group. In addition, Chassix Holdings will be dissolved. It is contemplated, and the following discussion assumes, that following the Effective Date Reorganized UC Holdings and its domestic subsidiaries (collectively, the “**UC Holdings Group**”) will file a single consolidated U.S. federal income tax return.

As discussed below, in connection with the implementation of the Plan and based on the Distributable Value, it is anticipated that the amount of the NOL carryforwards available to the Debtors post-Effective Date will be significantly reduced and possibly eliminated, and that the tax basis of the Debtors’ assets may be significantly reduced. In addition, the subsequent utilization of any loss and other tax attributes remaining following the Effective Date may be severely restricted.

1. Cancellation of Debt

In general, the Tax Code provides that a debtor in a bankruptcy case must reduce certain of its tax attributes—such as NOL carryforwards and current year NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of any cancellation of debt (“**COD**”) incurred pursuant to a confirmed chapter 11 plan. The amount of COD income incurred is generally the amount by which the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. Where the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the other members of the group must also be reduced. Any reduction in tax attributes in respect of COD income generally does not occur until after the determination of the debtor’s net income or loss for the taxable year in which the COD is incurred.

The Debtors expect to incur significant COD as a result of the implementation of the Plan (based on the Distributable Value), with the result that a significant reduction in the tax attributes of the Debtors is expected. The amount of COD incurred will depend

primarily on the fair market value of the New Common Stock and the New Warrants distributed to holders of Claims.

2. Deconsolidation of the Debtors

As previously indicated, the implementation of the Plan will result in the deconsolidation of the Debtors from the Dharma Group (other than Chassix Holdings, which will be dissolved). As a result, the Debtors comprising the UC Holdings Group will no longer have access to any NOLs or other tax attributes attributable to Chassix Holdings and the two non-Debtor members of the Dharma Group. In addition, under the consolidated return regulations, a deconsolidating subsidiary's tax attributes generally are reduced to the extent that the shareholding member recognizes a loss on the disposition or extinguishment of the subsidiary's stock and such loss is effectively duplicative of the subsidiary's inside tax attributes. Accordingly, absent an election by the Dharma Group to forgo its stock loss upon the extinguishment or disposition of its stock interests in UC Holdings and, if applicable, in Chassix Holdings, the Debtors' tax attributes would be reduced by the amount of the "duplicated" loss in their tax attributes (generally after taking into account the attribute reduction that results from the COD arising in connection with the Plan). However, pursuant to section 5.3 of the Plan, DHC has agreed to forgo any stock loss to the extent directed by the Reorganized Debtors.

3. Potential Limitations on NOL Carryforwards and Other Tax Attributes

Following the Effective Date, any remaining NOL carryforwards and other tax attributes allocable to periods prior to the Effective Date (collectively, "Pre-Change Losses") will be subject to limitation under section 382 of the Tax Code. Any such limitation applies in addition to, and not in lieu of, the use of attributes or the attribute reduction that results from the COD arising in connection with the Plan and the deconsolidation of the Debtors. The Debtors expect that there will be tax attributes remaining after the Effective Date to which section 382 of the Tax Code will apply.

Under section 382 of the Tax Code, if a corporation (or consolidated group) undergoes an "ownership change" and the corporation does not qualify for (or elects out of) the special bankruptcy exception in section 382(l)(5) of the Tax Code discussed below, the amount of its Pre-Change Losses that may be utilized to offset future taxable income or tax liability is subject to an annual limitation. The issuance of the New Common Stock pursuant to the Plan will constitute an "ownership change" of the UC Holdings Group for these purposes.

In general, the amount of the annual limitation to which a corporation that undergoes an ownership change will be subject is equal to the product of (1) the fair market value of the stock of the corporation immediately before the ownership change (with certain adjustments) multiplied by (2) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (*e.g.*, 2.67% for ownership changes occurring in March 2015). As discussed below, this annual limitation potentially may be increased in the event the corporation (or consolidated group) has an overall "built-in" gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that

undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation (or the parent of the consolidated group) is generally determined immediately after (rather than before) the ownership change after giving effect to the discharge of creditors' claims, but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets.

Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two (2) years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses, absent any increases due to recognized built-in gains discussed below.

Accordingly, the impact of an ownership change of the UC Holdings Group pursuant to the Plan depends upon, among other things, the amount of Pre-Change Losses remaining after the reduction of attributes due to the COD and the deconsolidation of the Debtors, the value of Debtors' assets immediately prior to the Effective Date, the value of the reorganized equity of the UC Holdings Group, the continuation of its business, and the amount and timing of future taxable income.

(a) **Built in Gains and Losses**

Section 382 of the Tax Code can operate to limit the deduction of certain "built-in" losses recognized subsequent to the date of the ownership change. If a loss 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, gain, loss and deduction), then any built-in losses recognized during the following five (5) years (up to the amount of the original net unrealized built-in loss) generally will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. Conversely, if the loss corporation (or consolidated group) has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to an IRS notice, treated as recognized) during the following five (5) years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation (or consolidated group) would be permitted to use its Pre-Change Losses against such built-in gain income in addition to its regular annual allowance. Although the rule applicable to net unrealized built-in losses generally applies to consolidated groups on a consolidated basis, certain corporations that join the consolidated group within the preceding five years may not be able to be taken into account in the group computation of net unrealized built-in loss. Such corporations would nevertheless still be taken into account in determining whether the consolidated group has a net unrealized built-in gain. In general, a loss corporation's (or consolidated group's) net unrealized built-in gain or loss will be deemed to be zero unless the actual amount of such gain or loss is greater than the lesser of (i) \$10,000,000.00 or (ii) fifteen percent (15%) of the fair market value of its assets (with certain adjustments) before the ownership change. It is expected that the Debtors comprising

the UC Holdings Group will be in a net unrealized built-in gain position as of the Effective Date.

(b) **Section 382(l)(5) Bankruptcy Exception**

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. This exception is potentially applicable in respect of the Debtors. However, it is not currently anticipated that the Debtors will apply this exception in the present case; accordingly, the Debtors expect to elect out of the exception, if applicable.

4. Alternative Minimum Tax

In general, a U.S. federal AMT is imposed on a corporation's alternative minimum taxable income at a twenty percent (20%) rate to the extent that such tax exceeds the corporation's regular U.S. federal income tax. For purposes of computing taxable income for AMT purposes, certain tax deductions and other beneficial allowances are modified or eliminated. In particular, even though a corporation otherwise might be able to offset all of its taxable income for regular tax purposes by available NOL carryforwards, only ninety percent (90%) of a corporation's (or consolidated group's) taxable income for AMT purposes may be offset by available NOL carryforwards (as computed for AMT purposes). Accordingly, usage of the Debtors' NOLs by the Debtors may be subject to limitations for AMT purposes in addition to any other limitations that may apply.

In addition, if a corporation undergoes an ownership change and is in a net unrealized built-in loss position (as determined for AMT purposes) on the date of the ownership change, the corporation's aggregate tax basis in its assets is reduced for certain AMT purposes to reflect the fair market value of such assets as of the change date.

Any AMT that a corporation pays generally will be allowed as a nonrefundable credit against its regular U.S. federal income tax liability in future taxable years when the corporation is no longer subject to the AMT.

B. CONSEQUENCES TO HOLDERS OF CERTAIN CLAIMS

As used in this section of the Disclosure Statement, the term "**U.S. Holder**" means a beneficial owner of Secured Note Claims, Unsecured Note Claims, General Unsecured Claims, New Common Stock or New Warrants that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holds Secured Note Claims, Unsecured Note Claims, General Unsecured Claims, New Common Stock, or New Warrants, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding any of such instruments, you should consult your own tax advisor.

1. Taxable Exchange

Pursuant to the Plan (and in accordance with the Restructuring Transactions), and in complete and final satisfaction of their respective Claims, (i) holders of Allowed Secured Note Claims will receive New Common Stock, (ii) holders of Allowed Unsecured Note Claims will receive New Common Stock and New Warrants, (iii) holders of Allowed General Unsecured Trade Claims will receive payment partially on the Effective Date and partially in installment payments over two years (such installment obligation is herein referred to as the “**Trade Claim Installment Obligation**”), with potentially additional payments depending on the extent and timing of the resolution of disputed General Unsecured Trade Claims, and (iv) holders of Allowed Other General Unsecured Claims will receive cash in one or more distributions, depending on the extent and timing of the resolution of any disputed Other General Unsecured Claims. In connection with the foregoing, the Plan provides that the New Common Stock to be distributed to the holders of Allowed Secured Note Claims will be contributed by UC Holdings to Chassix and distributed by Chassix to the holders of Allowed Secured Note Claims and the New Common Stock and New Warrants to be distributed to the holders of Allowed Unsecured Note Claims will be transferred by Chassix Holdings.

In general, a U.S. Holder of an Allowed Secured Note Claim, an Allowed Unsecured Note Claim, or an Allowed General Unsecured Claim should recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the aggregate fair market value of any New Common Stock and New Warrants, the issue price of any Trade Claim Installment Obligation and the aggregate amount of any cash received in respect of its Claim (other than any exchange consideration received in respect of a Claim for accrued but unpaid interest and possibly accrued original issue discount (“**OID**”)), and (ii) the U.S. Holder’s adjusted tax basis in the Claims exchanged (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). (See “*Character of Gain or Loss*” and “*Ownership of the Trade Claim Installment Obligation*,” below.) In addition, a U.S. Holder of a Claim will have interest income to the extent of any exchange consideration allocable to accrued but unpaid interest not previously included in income. (See “*Distributions in Respect of Accrued But Unpaid Interest or OID*” below.)

Generally, a U.S. Holder's adjusted tax basis in a Claim will be equal to the cost of the Claim to such U.S. Holder, increased by any OID previously included in income. If applicable, a U.S. Holder's tax basis in a Claim also will be (i) increased by any market discount previously included in income by such U.S. Holder pursuant to an election to include market discount in gross income currently as it accrues, and (ii) reduced by any cash payments received on the Claim other than payments of qualified stated interest, and by any amortizable bond premium that the U.S. Holder has previously deducted.

A U.S. Holder's tax basis in any New Common Stock or New Warrants received in respect of its Allowed Claim on the Effective Date should equal the fair market value of such stock or warrants on the Effective Date, and its tax basis in any Trade Claim Installment Obligation received should equal the issue price of such obligation. In addition, the holding period in such stock or warrants or in such obligation should begin on the day following the Effective Date.

In the event of the subsequent disallowance of any General Unsecured Claims, it is possible that a U.S. Holder of a previously Allowed General Unsecured Claim will have additional gain and/or imputed interest income in respect of additional distributions received due to the disallowance of such Claim. In addition, it is possible that the recognition of any loss realized by a U.S. Holder with respect to an Allowed General Unsecured Claim as to which additional distributions could be received due to the disallowance of other General Unsecured Claims may be deferred until all such other General Unsecured Claims are Allowed or Disallowed. U.S. Holders are urged to consult their tax advisors regarding the possible application (and the ability to elect out) of the "installment method" of reporting any gain that may be recognized by such holders in respect of their Claims in a taxable year subsequent to the taxable year in which the Effective Date occurs. The discussion herein assumes that the installment method does not apply.

2. Character of Gain or Loss

Where gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term 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, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with "market discount" if its holder's adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a *de minimis* amount. The *de minimis* amount is equal to 0.25% 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. Generally, qualified stated interest is a stated amount of interest payable in cash at least annually.

Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during the U.S. Holder's period of ownership, unless the U.S. Holder elected to include the market discount in income as it accrued. If a U.S. Holder of Claims did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange.

3. Distributions in Respect of Accrued But Unpaid Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full, though it is possible that, with respect to accrued OID, such loss may be a capital loss, rather than an ordinary loss.

The Plan provides that consideration received in respect of an Allowed Secured Note Claim, Unsecured Note Claim, General Unsecured Trade Claim or Other General Unsecured Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and interest, or an allocation first to accrued but unpaid interest). (See Section 6.12 of the Plan.) There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. You are urged to consult your own tax advisor regarding the allocation of consideration and the inclusion and deductibility of accrued but unpaid interest for U.S. federal income tax purposes.

4. Ownership of Trade Claim Installment Obligation

Because U.S. Holders of Allowed General Unsecured Trade Claims will receive a portion of their consideration in fixed payments over two years (the Trade Claim Installment Obligation), the OID provisions of the Tax Code generally will apply to such obligation.

Under applicable Treasury regulations, the Trade Claim Installment Obligation generally will be treated as having an "issue price" equal to the present value of the two payments discounted based on the lower of (i) the lowest short-term applicable federal rate in effect during the three-month period ending with the month that includes the Confirmation Date and (ii) the lowest short-term applicable federal rate in effect during the three-month

period ending with the month that includes the Effective Date. The applicable federal rate is set monthly by the IRS in accordance with section 1274(d) of the Code. The Trade Claim Installment Obligation generally will be considered issued with OID in an amount equal to the excess of the amount of the two payments over the “issue price.” The resulting OID generally will be required to be accrued and included in the holder’s gross income as interest over the two-year term of the obligation based on the constant yield method, regardless of the holder’s regular method of tax accounting. Accordingly, each holder generally will be required to include amounts in gross income in advance of the payment of cash in respect of such income.

5. Disposition and Ownership of New Common Stock

Unless a nonrecognition provision applies and subject to the discussion above with respect to market discount (see “*Exchanges of Claims Under the Plan—Character of Gain or Loss*”) and the discussion below, U.S. Holders generally will recognize capital gain or loss upon the sale or exchange of the New Common Stock in an amount equal to the difference between the U.S. Holder’s adjusted tax basis in the New Common Stock and the sum of the cash plus the fair market value of any property received from such disposition. Any such gain or loss generally should be long-term if the U.S. Holder’s holding period for its New Common Stock is more than one year at that time. A reduced tax rate on long-term capital gain may apply to noncorporate U.S. Holders. The deductibility of capital loss is subject to significant limitations.

Any gain recognized by a U.S. Holder of a Secured Note Claim upon a subsequent disposition of the New Common Stock (or any stock or property received for it in a later tax-free exchange) received in exchange for such Claim will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions incurred upon exchange or previously as a result of the write-down of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash-basis U.S. Holder and in addition to clause (i) above, any amounts which would have been included in its gross income if the U.S. Holder’s Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

In addition, any adjustment to the number of shares of New Common Stock for which the New Warrants may be exercised (or to the exercise price of the New Warrants) may, under certain circumstances, result in constructive distributions that could be taxable to the holders of New Common Stock.

6. Ownership, Disposition and Exercise of the New Warrants

A U.S. Holder generally will not recognize gain or loss when the New Warrants are exercised to acquire the underlying New Common Stock and the U.S. Holder’s aggregate tax basis in the New Common Stock acquired generally will equal the U.S. Holder’s aggregate tax basis in the exercised warrants increased by the exercise price. A U.S.

Holder's holding period in the New Common Stock received upon exercise of a New Warrant will commence on the day following the exercise of such warrant.

Upon the lapse or disposition of a New Warrant, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized (zero in the case of a lapse) and its tax basis in the warrant. In general, such gain or loss will be capital gain or loss, long-term or short-term, depending on whether the requisite holding period is satisfied.

In addition, any adjustment to the number of shares of New Common Stock for which the New Warrants may be exercised (or to the exercise price of the New Warrants) may, under certain circumstances, result in constructive distributions that could be taxable to the holders of New Warrants.

7. Information Reporting and Backup Withholding

Payments of interest (including accruals of OID) or dividends and any other reportable payments, possibly including amounts received pursuant to the Plan and payments of proceeds from the sale, retirement or other disposition of the exchange consideration, may be subject to "backup withholding" (currently at a rate of 28%) if a recipient of those payments fails to furnish to the payor certain identifying information and, in some cases, a certification that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld generally should be allowed as a credit against that recipient's U.S. federal income tax, provided that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. You should consult your own tax advisor regarding your qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption.

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. You are urged to consult your own tax advisor regarding these regulations and whether the contemplated transactions under the Plan would be subject to these regulations and require disclosure on your tax return.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL HOLDERS OF CLAIMS OR INTERESTS RECEIVING A DISTRIBUTION UNDER THE PLAN ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

X.

CONFIRMATION OF THE PLAN

A. CONFIRMATION HEARING

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a chapter 11 plan. The Bankruptcy Court has scheduled the Confirmation Hearing to commence on **June 30, 2015 at 10:00 a.m. (Eastern Time)**. The Confirmation Hearing may be adjourned from time-to-time by the Debtors or the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

B. OBJECTIONS

Section 1128 of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014.

Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Bankruptcy Rules for the Bankruptcy Court, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors' Estates or property, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, with a copy to the chambers of The Honorable Michael E. Wiles, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York, together with proof of service thereof, and served upon the parties listed below so as to be received no later than the Plan Objection Deadline of **June 19, 2015 at 5:00 p.m. (Eastern Time)**:

<i>Debtors</i> Chassix Holdings, Inc. 300 Galleria Office Center Suite 501 Southfield, MI 48034 Attn: Bibi N. Di Serio, Esq.	<i>Counsel to the Debtors</i> Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: Marcia L. Goldstein, Esq. Ray C. Schrock, P.C.
<i>Office of the U.S. Trustee</i> 201 Varick Street Suite 1006 New York, NY 10014 Attn: Susan Golden, Esq. Andrea B. Schwartz, Esq.	<i>Counsel to the Creditors Committee</i> Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10014 Attn: Arik Preis, Esq. Lisa G. Beckerman, Esq.

<p><i>Counsel to DIP Term Agent</i></p> <p>Shipman & Goodwin LLP One Constitution Plaza Hartford, CT 06103-1919 Facsimile: (860) 251-5099 Attention: Nathan Z. Plotkin, Esq.</p>	<p><i>Counsel to DIP ABL Agent</i></p> <p>Bodman PLC 1901 St. Antoine Street, 6th Floor at Ford Field Detroit, MI 48226 Attn: Robert J. Diehl, Jr., Esq.</p>
<p><i>Counsel to the Informal Committee of Noteholders</i></p> <p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 Facsimile: (212) 492-0158 Attention: Andrew N. Rosenberg, Esq. Alice B. Eaton, Esq.</p>	<p><i>Counsel to Platinum Equity Advisors, LLC</i></p> <p>Milbank, Tweed, Hadley & McCloy LLP 28 Liberty Street New York, NY 10005 Facsimile: (212) 530-5219 Attention: Dennis F. Dunne, Esq. Samuel A. Khalil, Esq.</p>
<p><i>Counsel to FCA US LLC</i></p> <p>Dickinson Wright PLLC 500 Woodward Avenue Suite 4000 Detroit, MI 48226 Attention: James A. Plemmons, Esq. Colin T. Ferguson, Esq.</p>	<p><i>Counsel to General Motors LLC</i></p> <p>Frost Brown Todd LLC 150 3rd Avenue South, Suite 1900 Nashville, TN 37201 Attention: Robert V. Sartin, Esq. Michelle Drinkard Balfour, Esq.</p>
<p><i>Counsel to Ford Motor Company</i></p> <p>Miller, Canfield, Paddock and Stone, P.L.C. 150 West Jefferson Suite 2500 Detroit, MI 48226 Attention: Jonathan S. Green, Esq. Stephen S. LaPlante, Esq.</p>	<p><i>Counsel to BMW Manufacturing, LLC</i></p> <p>Jaffe Raitt Heuer & Weiss, P.C. 27777 Franklin Road, Suite 2500 Southfield, MI 48034 Attention: Richard E. Kruger, Esq.</p>
<p><i>Counsel to Nissan North America, Inc.</i></p> <p>Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 Nashville, TN 37219 Attention: Mike Paslay, Esq. Tel: (615) 850-8657</p>	

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED
AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

C. REQUIREMENTS FOR CONFIRMATION OF THE PLAN

1. Requirements of Section 1129(a) of the Bankruptcy Code

(a) General Requirements

At the Confirmation Hearing, the Bankruptcy Court will determine whether the following confirmation requirements specified in section 1129 of the Bankruptcy Code have been satisfied:

- (i) The Plan complies with the applicable provisions of the Bankruptcy Code.
- (ii) The Debtors have complied with the applicable provisions of the Bankruptcy Code.
- (iii) The Plan has been proposed in good faith and not by any means proscribed by law.
- (iv) Any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.
- (v) The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the Debtors, an affiliate of the Debtors participating in a joint plan with the Debtors, or a successor to the Debtors under the Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity holders and with public policy.
- (vi) With respect to each Class of Claims or Interests, each holder of an Impaired Claim or Impaired Interest either has accepted the Plan or will receive or retain under the Plan on account of such holder's Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. *See* discussion of "Best Interests Test" below.

- (vii) Except to the extent the Plan meets the requirements of section 1129(b) of the Bankruptcy Code (discussed below), each class of Claims or Interests has either accepted the Plan or is not impaired under the Plan.
- (viii) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Plan provides that administrative expenses and priority claims will be paid in full on the Effective Date.
- (ix) At least one class of impaired claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a claim in such class.
- (x) Confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan. *See* discussion of “Feasibility” below.
- (xi) All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the hearing on confirmation of the applicable Plan, have been paid or the applicable Plan provides for the payment of all such fees on the Effective Date of the applicable Plan.

(b) **Best Interests Test**

As noted above, the Bankruptcy Code requires that each holder of an impaired Claim or Interest either (i) accepts the Plan or (ii) receives or retains under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. This requirement is referred to as the “best interests test.”

This best interests test requires the Bankruptcy Court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on (i) consideration of the effects that a chapter 7 liquidation would have on the

ultimate proceeds available for distribution to holders of impaired Claims and Interests and (ii) the Liquidation Analysis annexed as **Exhibit D** hereto.

The Liquidation Analysis is a comparison of (i) the estimated recoveries for creditors and equity holders of the Debtors that may result from the Plan and (ii) an estimate of the recoveries that may result from a hypothetical chapter 7 liquidation. The Liquidation Analysis is based upon a number of significant assumptions which are described therein. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a Court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

(c) **Feasibility**

Also as noted above, section 1129(a)(11) of the Bankruptcy Code requires that the Debtors demonstrate that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization.

For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the Financial Projections set forth on **Exhibit C** hereto. Based upon the Financial Projections, the Debtors believe that they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

Section VIII hereof also sets forth certain risk factors that could impact the feasibility of the Plan.

2. Requirements of Section 1129(b) of the Bankruptcy Code

The Bankruptcy Court may confirm the Plan over the rejection or deemed rejection of the Plan by a class of Claims or Interests if the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to such class.

(a) **No Unfair Discrimination**

The “no unfair discrimination” test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under a plan. A chapter 11 plan of reorganization does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or equity interests receives more than it legally is entitled to receive for its claims or equity Interests. This test does not require that the treatment be the same or equivalent, but that such treatment is “fair.”

The Debtors and the other Plan Support Parties believe that, under the Plan, all impaired classes of Claims and Interests are treated in a manner that is fair and consistent with the treatment of other classes of Claims and Interests having the same priority. Accordingly, the Debtors and the other Plan Support Parties believe the Plan does not discriminate unfairly as to any impaired class of Claims or Interests.

(b) **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% of the allowed amount of the claims in such class. The test sets forth different standards for what is fair and equitable, depending on the type of claims or interests in such class. In order to demonstrate that a plan is “fair and equitable,” the plan proponent must demonstrate the following:

(i) Secured Creditors. With respect to a class of impaired secured claims, a proposed plan must provide the following: (a) that the holders of secured claims retain their liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims, and receive on account of such claim deferred Cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the Plan, of at least the value of such holder’s interest in the estate’s interest in such property, or (b) for the sale, subject to section 363 of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (a) or (c) of this paragraph, or (c) that the holders of secured claims receive the “indubitable equivalent” of their allowed secured claim.

The Plan provides that the holders of Allowed Secured Claims in Class 3 (Secured Note Claims) will receive their Pro Rata share of the Secured Noteholder Common Stock Distribution; provided that if (i) the Global Settlement is not approved by a Final Order or (ii) either the Class of General Unsecured Trade Claims or the Class of Other General Unsecured Claims does not vote to accept the Plan, the Secured Noteholder Common Stock Distribution will increase to 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).

Accordingly, the Plan satisfies the “fair and equitable” test with respect to all Impaired Secured Claims.

(ii) Unsecured Creditors. With respect to a class of impaired unsecured claims, a proposed plan must provide the following: either (i) each holder of an impaired unsecured claim receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class may not receive any property under the plan.

As set forth in the Plan, no holder of Claims or Interests in any Class junior in priority to the holders of Claims in Class 4 (Unsecured Note Claims), Class 5 (General Unsecured Trade Claims) and Class 6 (Other General Unsecured Claims) will receive or

retain any property under the Plan on account of such holder's Claims or Interests. Accordingly, the Plan satisfies the "fair and equitable" test with respect to all Impaired unsecured Claims.

(iii) Holders of Equity Interests. With respect to a class of equity interests, a proposed plan must provide the following: (i) that each holder of an equity interest receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest or (ii) that the holder of any interest that is junior to the interests of the class of equity interests will not receive or retain under the Plan on account of such junior interest any property.

Pursuant to the Plan, all Existing Chassix Holdings Equity Interests (Class 10), including all equity, warrants, common stock, and preferred stock, will be cancelled and the holder of Existing Chassix Holdings Equity Interests will not receive or retain property on account of its Interests. Accordingly, the Plan meets the "fair and equitable" test with respect to all Interests.

(c) Application to the Plan

As to any Class that may reject the Plan, the Debtors believe the Plan will satisfy both the "no unfair discrimination" requirement and the "fair and equitable" requirements, because, as to any such dissenting Class, there is no Class of equal priority receiving more favorable treatment, and such Class will either be paid in full, or no Class that is junior to such a dissenting Class will receive or retain any property on account of the Claims or Interests in such Class.

3. Alternative to Confirmation and Consummation of the Plan

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best option for the Debtors and their estates and will maximize recoveries to parties-in-interest—assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan include (i) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, (ii) a liquidation of the Debtors under chapter 7 of the Bankruptcy Code, or (ii) the preparation and presentation of an alternative plan of reorganization.

(a) Sale Under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and a hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Claims in Classes 2 and 3 would be entitled to credit bid on any property to which their security interest is attached, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Classes 2 (Other Secured Claims) and 3 (Secured Note Claims)

would attach to the proceeds of any sale of the Debtors' assets. After these Claims are satisfied, the remaining funds could be used to pay holders of Claims in Classes 4 (Unsecured Note Claims), 5 (General Unsecured Trade Claims), and 6 (Other General Unsecured Claims). Upon analysis and consideration of this alternative, the Debtors do not believe a sale of their assets under section 363 of the Bankruptcy Code would yield a higher recovery for holders of Claims and Interests than the Plan.

(b) **Liquidation Under Chapter 7**

If no plan can be confirmed, the Debtors' Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. Section X.C.1(b) (Best Interests Test) of this Disclosure Statement discusses the effects that a chapter 7 liquidation would have on the recovery of holders of claims and equity interests and the Debtors' liquidation analysis. The Debtors and the other Plan Support Parties believe that liquidation under chapter 7 could result in smaller distributions being made to all creditors and equity holders than those provided for in the Plan.

(c) **Alternative Plan**

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan has expired, any other party in interest) could attempt to formulate a different chapter 11 plan. With respect to an alternative plan, the Debtors have explored various alternatives in connection with the formulation and development of the Plan. The Debtors and the other Plan Support Parties believe that the Plan, as described herein, enables creditors and equity holders to realize the most value under the circumstances.

4. Nonconsensual Confirmation

If any impaired Class of Claims entitled to vote will not accept the Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the Debtors reserve the right to amend the Plan or undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code or both. With respect to impaired Classes of Claims that are deemed to reject the Plan, the Debtors will request that the Bankruptcy Court confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code.

XI.

CONCLUSION

The Debtors and the other Plan Support Parties believe that confirmation and implementation of the Plan is in the best interests of all creditors, and urge holders of impaired Claims in Class 3 (Secured Note Claims), Class 4 (Unsecured Note Claims), Class 5 (General Unsecured Trade Claims), and Class 6 (Other General Unsecured Claims) to vote to accept the Plan and to evidence such acceptance by returning their ballots so that they will be received no later than the Voting Deadline, **June 19, 2015 at 5:00 p.m. (Eastern Time)**.

Dated: April ~~21~~24, 2015
New York, New York

Respectfully submitted,

Chassix Holdings and each of the Debtors

~~By:~~

By:

Name: J. Mark Allan

Title: President

EXHIBIT A

**SECOND AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

EXHIBIT B

PREPETITION ORGANIZATIONAL STRUCTURE CHART

EXHIBIT C
FINANCIAL PROJECTIONS

FINANCIAL PROJECTIONS

On March 12, 2015 (the “**Commencement Date**”), Chassix Holdings, Inc., UC Holdings, Inc., Chassix Inc. (“**Chassix**”) and certain of their affiliates and subsidiaries (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Bankruptcy Court for the Southern District of New York.

The Debtors developed financial projections (the “**Financial Projections**”) to support the feasibility of the [Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code](#) (as may be amended from time to time, the “**Plan**”).¹

THE FINANCIAL PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS. ACTUAL OPERATING RESULTS AND VALUES MAY VARY SIGNIFICANTLY FROM THESE FINANCIAL PROJECTIONS.

THE PROJECTIONS HAVE BEEN PREPARED EXCLUSIVELY BY THE DEBTORS. THESE PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY MANAGEMENT AT THE TIME AND TO THE BEST OF THEIR KNOWLEDGE, MAY NOT BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS’ CONTROL. THE DEBTORS CAUTION THAT NO REPRESENTATIONS CAN BE MADE AS TO THE REORGANIZED DEBTORS’ ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE, AND EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THESE PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR MAY BE UNANTICIPATED, AND THUS MAY AFFECT FINANCIAL RESULTS IN A MATERIAL AND POSSIBLY ADVERSE MANNER. THE PROJECTIONS, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTY OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

1. Overview of Financial Projections

As a condition to confirmation, the Bankruptcy Code requires, among other things, the Bankruptcy Court to find that entry of the Confirmation Order is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors. In connection with developing the Plan, and for purposes of determining whether the Plan satisfies feasibility standards, the Debtors' management team

¹ Unless otherwise expressly set forth herein, capitalized terms used but not otherwise herein defined shall have the same meanings ascribed to such terms in the Plan.

has, through the development of the Financial Projections, analyzed the Reorganized Debtors' ability to meet their obligations under the Plan and to maintain sufficient liquidity and capital resources to conduct their businesses. The Financial Projections will also assist each holder of a Claim in determining whether to vote to accept or reject the Plan. The Debtors prepared the Financial Projections in good faith, based upon estimates and assumptions made by the Debtors' management. The estimates and assumptions in the Financial Projections, while considered reasonable by management, may not be realized, and are inherently subject to uncertainties and contingencies. They are also based on factors such as industry performance, general business, economic, competitive, regulatory, market and financial conditions, all of which are difficult to predict and generally beyond the Debtors' control. Because future events and circumstances may well differ from those assumed and unanticipated events or circumstances may occur, the Debtors expect that the actual and projected results will differ and the actual results may be materially greater or less than those contained in the Financial Projections. No representations can be made as to the accuracy of the Financial Projections or the Reorganized Debtors' ability to achieve the projected results. Therefore, the Financial Projections may not be relied upon as a guarantee or as any other form of assurance as to the actual results that will occur. The inclusion of the Financial Projections herein should not be regarded as an indication that the Debtors considered or consider the Financial Projections to reliably predict future performance. The Financial Projections are subjective in many respects, and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and future developments. The Debtors do not intend to update or otherwise revise the Financial Projections to reflect the occurrence of future events, even in the event that assumptions underlying the Financial Projections are not borne out. The Financial Projections should be read in conjunction with the assumptions and qualifications set forth herein.

In general, as illustrated by the Financial Projections, the Debtors believe that with a significantly deleveraged capital structure and certain accommodations from their largest customers, the Debtors' business will return to viability. The reduction of debt on the Debtors' balance sheet will substantially reduce interest expense and improve cash flow. Based on the Financial Projections, the Debtors should have sufficient cash flow to pay and service their debt obligations, including the Revolving Exit Facility and the Exit Term Loan, and to operate their businesses. The Debtors believe that the Confirmation Date and Effective Date of the Plan are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

THE DEBTORS DID NOT PREPARE THE FINANCIAL PROJECTIONS WITH A VIEW TOWARDS COMPLYING WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THE DEBTORS' INDEPENDENT AUDITOR HAS NEITHER COMPILED NOR EXAMINED THE ACCOMPANYING PROSPECTIVE FINANCIAL INFORMATION TO DETERMINE THE REASONABLENESS THEREOF AND, ACCORDINGLY, HAS NOT EXPRESSED AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT THERETO. THE DEBTORS DO NOT, AS A MATTER OF COURSE, PUBLISH FINANCIAL

PROJECTIONS OF THEIR ANTICIPATED FINANCIAL POSITION, RESULTS OF OPERATIONS OR CASH FLOWS.

ACCORDINGLY, NEITHER THE DEBTORS NOR THE REORGANIZED DEBTORS INTEND TO, AND EACH DISCLAIMS ANY OBLIGATION TO (A) FURNISH UPDATED FINANCIAL PROJECTIONS TO HOLDERS OF CLAIMS OR INTERESTS PRIOR TO THE EFFECTIVE DATE OR TO ANY OTHER PARTY AFTER THE EFFECTIVE DATE; (B) INCLUDE ANY SUCH UPDATED INFORMATION IN ANY DOCUMENTS THAT MAY BE REQUIRED TO BE FILED WITH THE SECURITIES AND EXCHANGE COMMISSION; OR (C) OTHERWISE MAKE SUCH UPDATED INFORMATION PUBLICLY AVAILABLE.

The Debtors prepared the Financial Projections during the fourth quarter 2014 and revised the Financial Projections in February 2015 based on, among other things, the anticipated future financial condition and results of operations of the Reorganized Debtors using the Debtors' business plan. The Debtors' management team developed and refined the business plan and prepared consolidated financial projections of the Debtors for the years ending December 31, 2015 through December 31, 2019 (the "**Projection Period**").

The Financial Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by **July 31, 2015** (the "**Assumed Effective Date**"). Any significant delay in the Assumed Effective Date may have a significant negative impact on the operations and financial performance of the Debtors including, but not limited to, an increased risk of inability to meet sales forecasts and the incurrence of higher reorganization expenses.

Although the Financial Projections represent the Debtors' best estimates and good faith judgment (for which the Debtors believe they have a reasonable basis), of the results of future operations, financial position, and cash flows of the Reorganized Debtors, they are only estimates and actual results may vary considerably from such Financial Projections. Consequently, the inclusion of the Financial Projections herein should not be regarded as a representation by the Debtors, the Debtors' advisors or any other person that the projected results of operations, financial position, and cash flows of the Debtors will be achieved.

The Debtors do not intend to update or otherwise revise the Financial Projections to reflect circumstances that may occur after their preparation, or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error.

Additional information relating to the principal assumptions used in preparing the Financial Projections is set forth below.

2. General Assumptions and Methodology

The Financial Projections consist of the following unaudited pro forma financial statements: (a) projected consolidated statements of operations for each year in the Projection Period; (b) projected statements of financial position as of December 31 for each year in the Projection Period; and (c) projected statements of cash flows for each year in the Projection Period. The Financial Projections are based on the Debtors' business plan. The business planning process is an annual process undertaken by the Debtors to provide sales and cost projections which assist the Debtors in managing their working capital needs, planning for anticipated capital expenditures and developing their capital structure. As part of the Debtors' annual business plan process and in preparation for their planned emergence from chapter 11, the Debtors undertook and completed their business planning process during the fourth quarter 2014 and revised the Financial Projections in February 2015.

The Financial Projections (a) are based upon current and projected market conditions in each of the Debtors' respective markets, (b) utilize program detail to create plant financials, (c) assume emergence from chapter 11 on the Assumed Effective Date under terms substantially similar to those set forth in the Plan, (d) reflect anticipated resourcing or loss of certain customer programs, and (e) assume pricing accommodation arrangements entered into during the first quarter 2015 and are effective per the Plan.

3. Income Statement Assumptions

Net Sales: The Debtors' net sales are revenues generated from products sold to external customers. Net sales also include pass-through adjustments for escalation/de-escalation in raw material costs which is provided for in almost all customer contracts. The Debtors are engaged in the precision machining, casting and assembly of chassis and powertrain components to automotive and commercial equipment customers located throughout North America, Europe, Asia and South America.

The Debtors' product sales projections utilize IHS vehicle platform production forecast data adjusted to incorporate the Debtors' own expertise gained through information obtained directly from the customer and analysis of past history. The Debtors combined these vehicle platform production forecasts with information pertaining to the Debtors' existing customer contracts and content for these vehicle platforms and an assessment of future contracts and content for these vehicle platforms to create the Debtors' product sales projections. Product sales are approximately \$1.6 billion in 2015 and \$1.3 billion in 2016 and include the impact of the terms of the customer accommodation agreements entered into during the first quarter 2015 and are effective per the Plan. Projected product sales are \$1.2 billion in 2017; \$1.1 billion in 2018; and \$1.1 billion in 2019.

Cost of Sales ("COS"): COS include direct materials, direct and indirect labor and benefits, engineering, rent, freight, utilities, operating supplies, depreciation, repairs and maintenance and other direct and indirect costs associated with the manufacturing process. Cost of sales is primarily driven by the cost of these items, production volume and the mix of products manufactured.

The Financial Projections assume a stable global currency environment and commodity environment. Cost reduction initiatives are assumed to offset any economic increases throughout the Projection Period. The Reorganized Debtors' gross margin as a percentage of sales is forecasted to be 6.7% in 2015 and then 8.5%, 7.9%, 9.1% and 8.3% during 2016, 2017, 2018 and 2019, respectively. The decrease in COS during the Projection Period is generally due to assumed cost savings associated with ongoing restructuring, cost reduction activities and a result of pricing accommodation agreements entered into during the first quarter 2015.

Selling, General & Administrative Expenses ("SG&A"): SG&A expenses include salaries and benefits for corporate and sales personnel, professional fees, insurance, rent, amortization of intangible assets and other corporate administrative costs not allocated to cost of sales. SG&A expenses are projected to be \$44 million of sales in 2015, decreasing to \$39 million of sales in 2016 due to assumed savings associated with the Company's continued cost reduction activities and lower amortization expense.

Restructuring Expenses: Restructuring expenses consist of actual and estimated fees for professional advisors, severance, retention, expenses related to discontinued operations, financing fees and other costs directly attributable to the Chapter 11 Cases. During 2015, prepetition expenses, including professional fees, severance, retention, and other costs associated with the restructuring totaled approximately \$10 million.

Interest Expense: Interest expense for 2015 includes the following: (a) the actual expense incurred prior to the Commencement Date; (b) the projected expense associated with the Revolving DIP Credit Facility and DIP Term Loan through July 31, 2015; and (c) the projected expense related to the Debtor's anticipated debt structure following the Effective Date of the Plan. For 2016 through 2019, interest expense is based upon the Debtors' anticipated debt structure following the Effective Date of the Plan, which for purposes of the Financial Projections is primarily comprised of an Exit Term Loan of \$150 million (including the re-financing of the \$100 million DIP Term Facility) at an interest rate of 1,200 bps. Interest expense also includes the non-cash amortization of certain transaction fees associated with emergence, a 38 bps availability fee and interest rate of 275 bps on the Revolving Exit Facility of \$150 million (including the re-financing of the \$150 million Revolving DIP Credit Facility), and amounts related to other Affiliate debt, primarily capital leases and foreign Affiliate debt.

Income Tax Expense: Consolidated income tax expense over the Projection Period reflects the tax impact of the profitability as well as a change in anticipated effective tax rates. These tax rates include estimates regarding the Debtors' ability to utilize net operating loss carryforwards to offset a portion of taxable income and the impact of changes in tax laws. Accordingly, the income tax expense takes into account, based on the mid-point Distributable Value, the expected application of annual limitation on the use of pre-Effective Date net operating loss carryforwards under section 382 of the Code and the projected reduction in the Debtors' tax attributes due to the cancelation of debt. Consistent with Platinum Equity's agreement in section 5.3 of the Plan, the estimated income tax expense does not reflect any additional reduction in the Debtors' tax attributes due to the tax

deconsolidation of the Debtors from the Dharma Group pursuant to the Plan. See discussion at IX.A. of the Disclosure Statement (*"Certain U.S. Federal Income Tax Consequences of the Plan – Consequences to the Debtors"*).

1. Balance Sheet Assumptions

The Debtors' projected consolidated statements of financial position set forth the projected consolidated financial position after the Effective Date of the Plan. The projected consolidated statements of financial position were developed based upon the Debtors' preliminary and unaudited December 31, 2014 balance sheet, as adjusted for projected results of operations and cash flows over the Projection Period. The projected consolidated statements of financial position do not reflect the impact of "fresh start" accounting, which could result in a material change to the projected values of assets and liabilities.

Cash and Equivalents: Cash and cash equivalents consist of cash and short-term, highly liquid investments with original maturities of three months or less. The Debtors' ability to efficiently access cash balances in foreign jurisdictions is subject to local regulatory and statutory requirements.

Tooling: Tooling costs for which the Debtors' have a contractual guarantee from the customer are accumulated in the tooling account until the completion of the tool and reimbursed from the customer.

Debt: Debt balances as of December 31, 2015, 2016, 2017, 2018 and 2019 assume an anticipated post-reorganization capital structure, consisting of a \$150 million Exit Term Loan (including the re-financing of the \$100 million DIP Term Facility), a Revolving Exit Facility of \$150 million (including the re-financing of the \$150 million Revolving DIP Credit Facility), and other debt, primarily capital leases and existing foreign Affiliate debt.

Liabilities Subject to Compromise: Prepetition amounts subject to compromise are assumed to be settled in accordance with the terms of the Plan. For purposes of the Financial Projections, this settlement is reflected in statements of financial position only and is given effect during 2015 as an equity transaction.

2. Cash Flow Assumptions

Operating Activities: Cash flows from operating activities are projected to increase from an inflow of \$38 million in 2015 to an inflow of \$119 million in 2016. This improvement largely reflects net income improvements net of non-cash items during the Projection Period. Other significant sources and uses of cash from operations during the Projection Period include changes in trade working capital cash flows and other assets and liabilities. Changes in trade working capital cash flows in 2015 are affected by the pricing accommodation cash flows associated with the customer agreements.

Investing Activities: Cash flows from investing activities consist of capital expenditures. Capital expenditures are \$104 million in 2015, and average \$74 million per year for the remainder of the Projection Period.

Financing Activities: Cash flows from financing activities include borrowings from the DIP Term Facility of \$100 million in March 2015 and the projected draws/re-payments on the Revolving DIP Credit Facility of \$150 million during the March through July 2015 period prior to the Effective Date. The DIP Facilities are assumed to be refinanced on the Effective Date.

On the Effective Date, the DIP Term Facility of \$100 million is re-financed by the Exit Term Loan of \$150 million and the Revolving DIP Credit Facility of \$150 million is re-financed by the Revolving Exit Facility of \$150 million.

Chassix, Inc.
Unaudited Projected Consolidated Statements of Operations
(Dollars in Millions)

	For the Year Ended December 31,				
	2015	2016	2017	2018	2019
Net Sales	\$ 1,566	\$ 1,249	\$ 1,172	\$ 1,131	\$ 1,139
Cost of Sales					
Material	864	666	623	601	610
Variable Overhead	442	330	313	304	307
Fixed Overhead	87	86	80	71	72
Depreciation	68	61	65	52	56
Total Cost of Sales	1,461	1,143	1,080	1,028	1,044
Gross Margin	105	106	92	103	95
<i>Memo: Gross Margin as a Percentage of Sales</i>	6.7%	8.5%	7.9%	9.1%	8.3%
SG&A	44	39	39	36	34
Operating Income / (Loss)	60	67	54	67	60
Interest Expense (net of income)	33	20	20	19	19
Restructuring Expense	54	2	2	-	-
Income / (Loss) Before Income Taxes	(26)	45	32	48	41
Tax Expense	11	17	15	16	15
Net Income / (Loss)	(37)	28	17	32	26
Non-Controlling Interest	-	-	-	-	-
Net Income / (Loss) Attributable to Chassix	\$ (37)	\$ 28	\$ 17	\$ 32	\$ 26

Chassix, Inc.
Unaudited Projected Consolidated Statements of Financial Position
(Dollars in Millions)

	As of December 31,				
	2015	2016	2017	2018	2019
Assets					
Cash & Equivalents	\$ 38	\$ 62	\$ 55	\$ 76	\$ 99
Accounts Receivable, Net	209	170	165	158	160
Inventory, Net	81	70	66	61	59
Tooling	8	9	8	8	8
Other Current Assets	26	26	26	26	26
Total Current Assets	362	338	321	329	352
PP&E, Net	395	407	435	452	458
Other Long Term Assets	100	96	93	90	90
Total Assets	\$ 857	\$ 841	\$ 848	\$ 871	\$ 901
Liabilities					
Accounts Payable	\$ 158	\$ 135	\$ 131	\$ 124	\$ 128
Current Portion of Long Term Debt	19	20	16	14	14
Payroll and Other Current Liabilities	42	43	43	43	43
Total Current Liabilities	219	198	190	181	184
Line of Credit	15	-	-	-	-
Long Term Debt	150	150	150	150	150
Capital Leases	11	2	0	-	-
Other Liabilities	26	26	26	26	26
Total Liabilities	421	376	366	358	361
Shareholder's Equity / (Deficit)	437	465	482	514	540
Total Liabilities and Shareholder's Equity / (Deficit)	\$ 857	\$ 841	\$ 848	\$ 871	\$ 901

Chassix, Inc.
Unaudited Projected Consolidated Statements of Cash Flow
(Dollars in Millions)

	For the Year Ended December 31,				
	2015	2016	2017	2018	2019
Operating Activities					
Net Income / (Loss)	\$ (37)	\$ 28	\$ 17	\$ 32	\$ 26
Depreciation	68	61	65	52	56
Other Expenses (non-cash piece)	10	-	-	-	-
Amortization (Non-Cash)	5	4	4	2	-
Changes in Working Capital					
Accounts Receivable, Net	(26)	38	5	7	(2)
Inventory, Net	4	11	4	5	2
Tooling	4	(1)	2	-	-
Other Current Assets	-	-	-	-	-
Accounts Payable	(11)	(23)	(4)	(6)	3
Payroll and Other Liabilities	19	1	(0)	(0)	(0)
Net Cash Provided From / (Used By) Operating Activities	38	119	92	93	86
Investing Activities					
Capital Expenditures	(104)	(72)	(93)	(69)	(63)
Net Cash Provided From / (Used By) Investing Activities	(104)	(72)	(93)	(69)	(63)
Financing Activities					
Line of Credit / ABL	(113)	(15)	-	-	-
Proceeds from / (Payments to) long-term debt	150	-	-	-	-
Proceeds from / (Payments to) capital leases	(9)	(8)	(6)	(2)	(0)
Net Cash Provided From / (Used By) Financing Activities	28	(22)	(6)	(2)	(0)
Net Increase / (Decrease) in Cash	(37)	24	(7)	21	23
Cash and Equivalents at Beginning of Year	75	38	62	55	76
Cash and Equivalents at End of Year	\$ 38	\$ 62	\$ 55	\$ 76	\$ 99

EXHIBIT D

LIQUIDATION ANALYSIS

LIQUIDATION ANALYSIS

On March 12, 2015 (the “**Commencement Date**”), Chassix Holdings, Inc., UC Holdings, Inc., Chassix Inc. (“**Chassix**”) and certain of their affiliates and subsidiaries (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Bankruptcy Court for the Southern District of New York.

The Debtors are soliciting votes with respect to the Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as may be amended from time to time, the “**Plan**”) as set forth in the disclosure statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”).¹

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the “best interests” of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The “best interests” test requires a bankruptcy court to find either that (a) all members of an impaired class of claims or interests have accepted the plan or (b) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, with the assistance of FTI Consulting, Inc., the Debtors prepared this hypothetical liquidation analysis in connection with filing their Disclosure Statement and Plan to assist the Court make the findings required under section 1129(a)(7) of the Bankruptcy Code to confirm the Plan.

This liquidation analysis indicates the estimated values that may be obtained from a disposition of the Debtors’ assets under chapter 7 of the Bankruptcy Code as an alternative to the continued operation of the Debtors’ businesses as contemplated by the Plan. Accordingly, the asset values discussed herein may be different than amounts set forth in the Plan.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS’ ASSETS WOULD OR WOULD NOT APPROXIMATE THE ASSUMPTIONS REPRESENTED HEREIN, AND ACTUAL RESULTS COULD VARY, IN SOME CASES MATERIALLY.

¹ Unless otherwise expressly set forth herein, capitalized terms used but not otherwise herein defined shall have the same meanings ascribed to such terms in the Disclosure Statement or the Plan.

General Assumptions

The determination of the costs of, and proceeds generated from, a hypothetical chapter 7 liquidation of the Debtors' assets is an uncertain process involving the extensive use of estimates and the assumptions described herein and in the Disclosure Statement (including exhibits, where applicable) which, although considered reasonable by the Debtors and their advisors, are inherently subject to business, economic and competitive uncertainties and contingencies beyond their control. Inevitably, certain assumptions set forth herein would not materialize in an actual chapter 7 liquidation scenario, and certain unanticipated events and circumstances could materialize, both of which would affect the ultimate results in an actual chapter 7 liquidation. **In light of the foregoing, it is important to read and understand these "General Assumptions" and the "Specific Assumptions and Notes" set forth below.**

This analysis is based on management's good faith assumptions believed to be reasonable in light of the circumstances under which they are based. This analysis has not been examined or reviewed by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants. The estimates and assumptions, although considered reasonable by the Debtors' management team, are inherently subject to significant uncertainties and contingencies beyond management's control. Accordingly, there can be no assurance that the results shown would be realized if the Debtors were liquidated, and actual results in such case could vary materially from those presented.

1. Liquidation Period. This liquidation analysis is predicated on the assumption that the Debtors would convert the Chapter 11 Cases and commence a chapter 7 liquidation on July 31, 2015 (the "**Liquidation Date**"). Except as otherwise set forth herein, this analysis assumes that substantially all of the Debtors' U.S. assets will be liquidated over a twelve month period by a chapter 7 trustee (the "**Chapter 7 Trustee**") appointed on the Liquidation Date. With respect to the U.S. businesses, this analysis contemplates the orderly wind-down of the Debtors' U.S. operations on the Liquidation Date followed by a distressed liquidation sale of remaining tangible and intangible assets at the end of the twelve month period for the following reasons:

- The automotive industry supply chain operates on a "just-in-time" basis. If the operations of the Debtors were abruptly interrupted, their customers would face severe consequences including months of production downtime on certain vehicles until alternate suppliers could be qualified to produce the myriad of parts produced by the Debtors. Meanwhile the consequences to the Debtors could potentially amount to hundreds of millions of dollars of damages which would significantly impair, if not completely mitigate any recoveries available from customer accounts receivable. For the reasons stated above, it is assumed that the Debtors undertake a twelve month wind-down during which their customers are able to qualify alternate

suppliers and move all of their production requirements to such alternate suppliers in an orderly fashion. It is further assumed that the customers will fund between 50% and 80% of the operating losses incurred during the wind-down period.

- An orderly wind-down is also conducive to value maximization for the foreign affiliates of the Debtors (the “**Foreign Affiliates**”). The Foreign Affiliates rely on the Debtors for the production of certain components used in their own production processes. To the extent that the operations of the Debtors were abruptly interrupted, the ability of the Foreign Affiliates to provide components parts to their own customers would likely be impaired. As a result, it is assumed that the Foreign Affiliates continue to operate and are sold as going-concern operations, prior to the end of the wind-down period.

2. **Asset Value.** Unless otherwise noted, this liquidation analysis is based on the balance sheet of the Debtors as projected at the Liquidation Date.
3. **Claims Estimates.** In preparing this liquidation analysis, the Debtors have preliminarily estimated an amount of allowed claims for each class based upon a review of the Debtors’ projected balance sheet as of the Liquidation Date. Additional claims were estimated to include certain chapter 7 administrative obligations incurred after the Liquidation Date. The estimate of all allowed claims in this liquidation analysis is based on the book value of those claims. No order or finding has been entered or made by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the projected amounts of allowed claims set forth in this liquidation analysis. The estimate of the amount of allowed claims set forth in this liquidation analysis should not be relied upon for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of allowed claims under the Plan. The actual amount of allowed claims could be materially different from the amount of claims estimated in this liquidation analysis.
4. **Certain Exclusions and Assumptions.** This liquidation analysis does not include detailed estimates for the tax consequences that may be triggered upon the liquidation and sale events included in the analysis. Such tax consequences may be material. In addition, this liquidation analysis does not include recoveries resulting from any potential preference, fraudulent transfer or other litigation or avoidance actions.

	ESTIMATED NET BOOK VALUES AS OF 31-JUL-15		TOTAL ESTIMATED RECOVERY \$'S		TOTAL ESTIMATED RECOVERY %		SEE NOTE		
			LOW	HIGH	LOW	HIGH			
A. SUMMARY OF ASSETS & GROSS RECOVERIES									
CASH BALANCE	\$	-	\$	-	\$	-	0%	0%	1
ACCOUNTS RECEIVABLE		149,435		101,616		122,985	68%	82%	2
INVENTORY		70,127		45,583		59,608	65%	85%	3
TOOLING		3,522		2,642		2,994	75%	85%	4
PREPAID EXPENSES / OTHER CURRENT ASSETS		73,903		2,512		4,140	3%	6%	5
FIXED ASSETS / OTHER		286,113		82,729		129,769	29%	45%	6
INTANGIBLE ASSETS		39,772		-		-	0%	0%	7
INVESTMENT IN SUBSIDIARIES		145,273		88,615		112,747	61%	78%	8
TOTAL ASSETS & ESTIMATED GROSS RECOVERIES	\$	768,145	\$	323,696	\$	432,244	42%	56%	
B. CREDITOR RECOVERY EXPENSES									
DIP FUNDING - WIND-DOWN			\$	(35,000)	\$	(14,000)			9
FIXED ASSET SALE COSTS				(3,919)		(6,127)			9
CHAPTER 7 PROFESSIONAL FEES				(3,000)		(5,000)			9
CHAPTER 7 TRUSTEE FEES				(9,581)		(12,750)			9
TOTAL CREDITOR RECOVERY EXPENSES			\$	(51,500)	\$	(37,877)			
C. PROCEEDS AVAILABLE FOR ALLOCATION AFTER CREDITOR RECOVERY EXPENSES									
			\$	272,196	\$	394,366			
D. DISTRIBUTABLE PROCEEDS BY CLAIMANT CLASS									
PROCEEDS AVAILABLE FOR DISTRIBUTION TO DIP FACILITY CLAIMS			\$	165,765	\$	165,765			
PROCEEDS AVAILABLE FOR DISTRIBUTION TO SECURED NOTE CLAIMS				102,092		221,369			
PROCEEDS AVAILABLE FOR DISTRIBUTION TO SECURED, ADMIN & PRIORITY CLAIMS				4,340		7,233			
PROCEEDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CLAIMS				-		-			

	ESTIMATED CLAIMS		TOTAL ESTIMATED		SEE NOTE
	BY CREDITOR CLASS		RECOVERY %		
	LOW	HIGH	LOW	HIGH	
TOTAL PROCEEDS AVAILABLE FOR DISTRIBUTION TO CREDITORS	\$ 272,196	\$ 394,366			
DIP FACILITY CLAIMS					
DIP REVOLVER BALANCE	\$ (58,230)	\$ (58,230)	100%	100%	10
ACCRUED & UNPAID DIP INTEREST	(230)	(230)	100%	100%	10
LETTER OF CREDIT	(5,562)	(5,562)	100%	100%	10
DIP TERM LOAN	(100,000)	(100,000)	100%	100%	10
ACCRUED & UNPAID PROFESSIONAL FEES	(1,743)	(1,743)	100%	100%	10
TOTAL DIP FACILITY CLAIMS	\$ (165,765)	\$ (165,765)	100%	100%	
PROCEEDS AVAILABLE FOR DISTRIBUTION TO DIP FACILITY CLAIMS	\$ 165,765	\$ 165,765			
OUTSTANDING BALANCE OF DIP FACILITY CLAIMS	\$ -	\$ -	100%	100%	
SECURED NOTE CLAIMS					
ADEQUATE PROTECTION CLAIM	\$ (181,964)	\$ (137,817)	56%	100%	11
SECURED NOTE BALANCE, NET OF ADEQUATE PROTECTION CLAIM	(193,036)	(237,183)	0%	35%	11
ACCRUED INTEREST	(34,688)	(34,688)	0%	0%	11
TOTAL SECURED NOTE CLAIMS	\$ (409,688)	\$ (409,688)	25%	54%	
PROCEEDS AVAILABLE FOR DISTRIBUTION TO SECURED NOTE CLAIMS	\$ 102,092	\$ 221,369			
OUTSTANDING BALANCE OF SECURED NOTE CLAIMS	\$ (307,595)	\$ (188,318)	25%	54%	
OTHER SECURED, PRIORITY & ADMIN CLAIMS					
CAPITAL LEASE OBLIGATIONS	\$ (9,900)	\$ (9,900)	44%	73%	12
OTHER WIND-DOWN COSTS	(35,000)	(56,000)	0%	0%	12
CHAPTER 11 ADMINISTRATIVE CLAIMS	(88,328)	(88,328)	0%	0%	12
EMPLOYEE & TAX-RELATED PRIORITY CLAIMS	(3,500)	(4,500)	0%	0%	12
503(B)(9) CLAIMS (20 DAY SHIPMENTS)	(14,404)	(14,404)	0%	0%	12
TOTAL OTHER SECURED, PRIORITY & ADMIN CLAIMS	\$ (151,133)	\$ (173,133)	3%	4%	
PROCEEDS AVAILABLE FOR DISTRIBUTION TO OTHER SECURED, PRIORITY & ADMIN CLAIMS	\$ 4,340	\$ 7,233			
OUTSTANDING BALANCE OF OTHER SECURED, PRIORITY & ADMIN CLAIMS	\$ (146,793)	\$ (165,900)	3%	4%	
UNSECURED CLAIMS					
GENERAL UNSECURED TRADE	\$ (46,117)	\$ (46,117)	0%	0%	13
GENERAL UNSECURED NON-TRADE					13
DEFICIENCY CLAIMS	(313,156)	(190,986)	0%	0%	13
OTHER UNSECURED CLAIMS	(60,000)	(188,000)	0%	0%	13
SENIOR PIK TOGGLE NOTES	(150,000)	(150,000)	0%	0%	13
TOTAL UNSECURED CLAIMS	\$ (569,273)	\$ (575,103)	0%	0%	
PROCEEDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CLAIMS	\$ -	\$ -			
OUTSTANDING BALANCE OF UNSECURED CLAIMS	\$ (569,273)	\$ (575,103)	0%	0%	
MEMO: SUMMARY OF ESTIMATED RECOVERIES					
DIP FACILITY CLAIMS	\$ 165,765	\$ 165,765	100%	100%	
SECURED NOTE CLAIMS	102,092	221,369	25%	54%	
OTHER UNSECURED, PRIORITY & ADMIN CLAIMS	4,340	7,233	3%	4%	
UNSECURED CLAIMS	-	-	0%	0%	
TOTAL ESTIMATED RECOVERIES	\$ 272,196	\$ 394,366	21%	30%	

Specific Assumptions and Notes

1. Note 1 – Cash

As of the Liquidation Date, the Debtors are expected to have a zero U.S. cash balance.

2. Note 2 – Accounts Receivable

Eligible accounts receivable were assumed to be recoverable between 75% and 90% of book value. It was assumed that customers would have limited basis to set-off against outstanding receivable since they would have the ability to transition their requirements to alternate suppliers without production disruptions. Ineligible accounts receivable, primarily comprised of past dues, foreign receivables, and contra payables, were assumed to be recoverable between 25% and 35% of book value.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
ACCOUNTS RECEIVABLE, ELIGIBLE	\$ 128,514	\$ 96,386	\$ 115,663	75%	90%
ACCOUNTS RECEIVABLE, INELIGIBLE	20,921	5,230	7,322	25%	35%
TOTAL ACCOUNTS RECEIVABLE	\$ 149,435	\$ 101,616	\$ 122,985	68%	82%

3. Note 3 – Inventory

Eligible inventory was assumed to be recoverable between 65% and 85% of book value. It was assumed that customers would purchase much of the eligible finished goods inventory to support their own production and that alternate suppliers would purchase much of the eligible raw materials and work-in-progress inventory. Ineligible inventory, primarily comprised of scrap aluminum held by outside processors, was assumed to be recoverable between 65% and 85% of book value.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
INVENTORY - RAW MATERIAL METAL, ELIGIBLE	\$ 9,595	\$ 6,237	\$ 8,156	65%	85%
INVENTORY - RAW MATERIAL OTHER, ELIGIBLE	10,905	7,088	9,269	65%	85%
INVENTORY - IN-TRANSIT, ELIGIBLE	11,306	7,349	9,610	65%	85%
INVENTORY - WORK IN PROCESS, ELIGIBLE	9,533	6,196	8,103	65%	85%
INVENTORY - FINISHED GOODS, ELIGIBLE	9,855	6,406	8,377	65%	85%
INVENTORY - INELIGIBLE	18,934	12,307	16,094	65%	85%
TOTAL INVENTORY	\$ 70,127	\$ 45,583	\$ 59,608	65%	85%

4. Note 4 – Reimbursable Tooling

Customer reimbursable tooling was assumed to be recoverable between 75% and 85% as this tooling would be needed by customers to facilitate the transition of certain production to alternate suppliers.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
ASSETS IN CONSTRUCTION (REIMBURSABLE TOOLING)	\$ 3,522	\$ 2,642	\$ 2,994	75%	85%
ASSETS IN CONSTRUCTION (REIMBURSABLE TOOLING)	\$ 3,522	\$ 2,642	\$ 2,994	75%	85%

5. Note 5 – Prepaid and Other Current Assets

Prepaid and Other Current Assets were assumed recoverable between 3% and 6% of book value, with most of the recoveries coming from the refunds of deposits held by third parties.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
PREPAID OTHER	\$ 2,980	\$ 745	\$ 1,490	25%	50%
PREPAID MAINTENANCE AGREEMENTS	657	66	99	10%	15%
DEPOSITS - SHORT-TERM	3,402	1,701	2,552	50%	75%
INTERCOMPANY & OTHER PREPAIDS	66,863	-	-	0%	0%
TOTAL PREPAIDS & OTHER CURRENT ASSETS	\$ 73,903	\$ 2,512	\$ 4,140	3%	6%

6. Note 6 – Fixed Assets and Other

Fixed assets include all land, buildings, machinery and equipment owned by the Debtors. Management believes that most of the facilities and equipment are highly specialized and would have few alternative uses. Therefore, the market for these facilities would be limited. However, in some instances, particularly for the OEM business, it is possible that a competitor to whom the business was resourced would purchase the facilities and equipment. Management has considered all of the above factors in determining the recovery range for fixed assets.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
MACHINERY & EQUIPMENT, NET	\$ 182,421	\$ 54,726	\$ 91,210	30%	50%
CONSTRUCTION IN PROGRESS	45,330	6,800	11,333	15%	25%
LAND & LAND IMPROVEMENTS, NET	3,636	2,182	2,545	60%	70%
BUILDING IMPROVEMENTS, NET	22,873	13,724	16,011	60%	70%
OFFICE FURNITURE, NET	4,790	958	1,437	20%	30%
CAPITAL LEASES TO BE REPOSITIONED, NET	14,465	4,340	7,233	30%	50%
OTHER ASSETS	12,597	-	-	0%	0%
TOTAL FIXED ASSETS & OTHER	\$ 286,113	\$ 82,729	\$ 129,769	29%	45%

7. Note 7 – Intangible Assets

Intellectual property is unpatented, and as such, was not assumed to have recoverable value.

(USD 000's)	ESTIMATED	TOTAL ESTIMATED		TOTAL ESTIMATED	
	BOOK VALUES	RECOVERY \$'S		RECOVERY %	
	AS OF 31-JUL-15	LOW	HIGH	LOW	HIGH
INTANGIBLE ASSETS	\$ 39,772	\$ -	\$ -	0%	0%
TOTAL INTANGIBLE ASSETS	\$ 39,772	\$ -	\$ -	0%	0%

8. Note 8 – Investment in Subsidiaries

The recoverable value of the Debtors' investment in its Foreign Affiliates was assumed to range from \$88.6 million to \$112.7 million. The Foreign Affiliates, with operations located within Mexico, South America, Europe, and Asia were assumed to be sold in a going concern sale. Enterprise value was estimated as a multiple of legal entity EBITDA, net of corporate support services historically provided by the Debtors. It was assumed that the Foreign Affiliates would require these same services at the same rates from either the buyer or a third-party. Sale proceeds were first allocated to intercompany debt and intercompany payables, for which the DIP Lenders were assumed to have a first lien. Remaining sale proceeds (net of assumed 15% foreign withholding taxes) were allocated to Investment in Subsidiaries, with 65% of such proceeds flowing back to the DIP Lenders, and the residual 35% flowing to the Secured Note claimants.

(USD 000's)	TOTAL ESTIMATED	
	RECOVERY \$'S	
	LOW	HIGH
<u>PROJECTED EBITDA PERFORMANCE FOR FY'15</u>		
MEXICO	\$ 34,416	\$ 43,020
SOUTH AMERICA	14,940	18,675
EUROPE	21,808	27,260
ASIA	89,996	112,495
CORPORATE EXPENSES	(47,600)	(59,500)
TOTAL ENTERPRISE VALUE	\$ 113,560	\$ 141,950
LESS: NET DEBT AND SALE EXPENSES	\$ (21,137)	\$ (21,137)
GROSS PROCEEDS	\$ 92,423	\$ 120,813
ALLOCATION TO INTERCOMPANY DEBT	(19,952)	(19,952)
ALLOCATION TO INTERCOMPANY PAYABLES	(47,084)	(47,084)
ALLOCATION TO EQUITY	25,388	53,778
LESS: FOREIGN TAX WITHHOLDINGS	(3,808)	(8,067)
ALLOCATION TO EQUITY, POST TAX	21,580	45,711
ALLOCATION TO INTERCOMPANY DEBT	19,952	19,952
ALLOCATION TO INTERCOMPANY PAYABLES	47,084	47,084
NET DISTRIBUTABLE PROCEEDS	\$ 88,615	\$ 112,747

9. Note 9 – Creditor Recovery Expenses

Creditor Recovery Expenses include the following:

- DIP Funding Wind-Down Costs: The DIP Facilities were assumed to fund 20% to 50% of the operating losses during the wind-down period. The operating losses are inclusive of all operating costs incurred during the wind-down period, including any employee-related payroll and benefits.
- Fixed Asset Sale Costs: Fees for the auction of owned machinery, equipment, and real estate were estimated at 5% of gross proceeds.
- Chapter 7 Professional Fees: Costs for financial and legal advisors to the Chapter 7 Trustee were estimated to range from \$3.0 million to \$5.0 million.
- Chapter 7 Trustee Fees: Chapter 7 Trustee fees were estimated at 3% of gross liquidation proceeds, excluding recoveries related to capital lease obligations.

10. Note 10 – DIP Facility Claims

DIP Facility Claims outstanding at the end of the five month post-petition period immediately prior to the Liquidation Date included the following:

- Revolving DIP Credit Facility, Accrued and Unpaid Interest for the DIP Facilities and Letters-of-Credit outstanding of \$64.0 million;
- DIP Term Facility outstanding of \$100.0 million, and;
- Accrued and Unpaid Professional Fees of \$1.7 million, net of any related retainers for case professionals.

11. Note 11 – Secured Note Claims

Secured Note Claims outstanding at the Liquidation Date included the following:

- Adequate Protection Claim: A 507(b) Adequate Protection Administrative Claim was estimated to range between \$137.8 million and \$182.0 million on account of property, plant and equipment that was liquidated at a discount to the related book values.
- 9.25% Secured Notes Claims, Net of Adequate Protection Claim: After \$34.7 million of accrued interest through the Liquidation Date, an additional \$193.0 million to \$237.2 million was outstanding on the Secured Notes, net of the Adequate Protection Claim.

12. Note 12 – Other Secured, Priority and Administrative Claims

Other Secured, Priority and Administrative Claims consist of:

- Capital Lease Obligations: \$9.9 million of capital lease obligations were outstanding at the Liquidation Date.
- Other Wind-Down Costs: \$35.0 million to \$56.0 million of other wind-down costs result from customer funding of 50% to 80% of the net operating losses incurred during the wind-down period. These other wind-down costs are stated net of product sale value, and include all operating costs incurred during the wind-down period, including any employee-related payroll and benefits.
- Chapter 11 Postpetition Administrative Claims: \$88.3 million of postpetition trade payables and payroll and related accruals were estimated to remain outstanding at the Liquidation Date.
- Employee & Tax-Related Priority Claims: \$3.5 million to \$4.5 million of priority claims related to accrued and unpaid prepetition employee vacation amounts, in addition to outstanding prepetition tax balances, were estimated to remain outstanding at the Liquidation Date.
- 503(b)(9) Claims: \$14.4 million of prepetition 503(b)(9) Claims were estimated to remain outstanding at the Liquidation Date.

13. Note 13 – General Unsecured Claims

General Unsecured Claims consist of the following:

- General Unsecured Trade Claims: Claims outstanding at the Liquidation Date were estimated to be \$46.1 million.
- General Unsecured Non-Trade Claims including the following:
 - Deficiency Claims: These claims range from \$191.0 million to \$313.2 million and are comprised of the unsecured deficiency claims of the Secured Notes and the Capital Leases.
 - Other Unsecured Claims: These claims primarily include litigation claims, OEM customer claims and contract rejection claims, and are preliminarily estimated to range from \$60.0 million to \$188.0 million at the Liquidation Date.

- Unsecured Notes Claims: These claims with respect to the Unsecured Notes were \$150.0 million at the Liquidation Date.

In the event of liquidation, the aggregate amount of general unsecured claims will likely increase significantly. For example, employees likely will file claims for wages and other benefits, some of which will be entitled to priority. Landlords may file large claims for both unsecured and priority amounts. The resulting increase in both general unsecured and priority claims could significantly dilute the unsecured claims pool included in this Liquidation Analysis.

Summary report: Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on 4/24/2015 2:49:25 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/95308940/4	
Modified DMS: iw://WEILDMS/WEIL/95311944/5	
Changes:	
Add	236
Delete	209
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	445