

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

In re:	)	Chapter 11
THE DOLAN COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 14-____ (____)
Debtors.	)	(Joint Administration Requested)

**DEBTORS' JOINT PREPACKAGED PLAN OF REORGANIZATION  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.**

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Debtors and Debtors in Possession

Dated: March 18, 2014

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: The Dolan Company (4527); American Processing Company, LLC (3395); Arizona News Service, LLC (0969); assure360, LLC (8926); Counsel Press, LLC (0509); Daily Journal of Commerce, Inc. (1624); Daily Reporter Publishing Company (9860); DataStream Content Solutions LLC (6276); Dolan APC LLC (3828); Dolan Media Holding Company (0186); Dolan Publishing Company (3784); Dolan Publishing Finance Company (5133); Federal News Service LLC (5309); Finance and Commerce, Inc. (2942); Idaho Business Review, LLC (6843); Lawyer's Weekly, LLC (6760); Legislative Information Services of America, LLC (4027); Long Island Business News, LLC (4338); Missouri Lawyers Media, LLC (8890); National Default Exchange Holdings, LLC (1918); New Orleans Publishing Group, L.L.C. (2405); NOPG, L.L.C. (9511); The Daily Record Company LLC (7310); and The Journal Record Publishing Co., LLC (5769). The location of the Debtors' service address is: 222 South Ninth Street, Suite 2300, Minneapolis, Minnesota 55402.



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## INTRODUCTION

The Dolan Company (“Dolan”) and certain of its affiliates, as debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”), propose this joint plan of reorganization for the resolution of the outstanding claims against and interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A of the Plan. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, projections of future operations, and a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

**ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, PARTICULARLY HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.**

## ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

### A. *Defined Terms*

As used in this Plan, capitalized terms have the meanings ascribed to them below.

1. “*Accrued Professional Compensation Claims*” means, at any given time, all Claims for accrued, contingent, and/or unpaid fees and expenses rendered allowable before the Effective Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by Final Order; *provided, however*, that any such fees and expenses (a) have not been previously paid (regardless of whether a fee application has been Filed for any such amount) and (b) have not been applied against any retainer that has been provided to such Professional. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation Claims.

2. “*Additional Loans*” means additional loans issued under the Exit Facility Credit Agreement, in an amount, together with the Reorganized Dolan Revolving Facility, sufficient to fund the Exit Costs, and which shall have the same terms and conditions as the Reorganized Dolan Term Loan.

3. “*Administrative Claim*” means any Claim for costs and expenses of administration pursuant to sections 328, 330, 364(c)(1), 365, 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition 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 goods and other services and leased premises); (b) Allowed Accrued Professional Compensation Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of the Judicial Code.

4. “*Affiliate*” means affiliate as such term is defined in section 101(2) of the Bankruptcy Code.

5. “*Allowed*” means with respect to any Claim, except as otherwise provided herein: (a) a Claim that either (i) is not Disputed or (ii) has been allowed by a Final Order; (b) a Claim that is allowed (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court by a Final Order, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (c) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; or (d) a Claim as to which a Proof of Claim has been timely Filed and as to which no objection has been Filed.

6. “*Avoidance Actions*” means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code.

7. “*Ballot*” means the form or forms distributed to certain Holders of Claims that are entitled to vote on the Plan by which such parties may indicate acceptance or rejection of the Plan.

8. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, all as now in effect or hereafter amended (to the extent applicable to the Chapter 11 Cases).

9. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the District of Delaware.

10. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, all as now in effect or hereafter amended (to the extent applicable to the Chapter 11 Cases).

11. “*Bayside*” means Bayside Capital, Inc. and its affiliates.

12. “*BOA Swap*” means that certain ISDA Master Agreement dated as of December 22, 2009, between Bank of America, N.A. and Dolan Media Company, as amended and supplemented from time to time.

13. “*BOA Swap Party*” means Bank of America, N.A. in its capacity as a party to the BOA Swap.

14. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)(6)).

15. “*Cash*” or “*\$*” means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

16. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, 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, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim, or recoupment and any claim for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 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 state law fraudulent transfer claim.

17. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

18. “*Claim*” means any claim, as such term is defined in section 101(5) of the Bankruptcy Code, against a Debtor, whether or not asserted or Allowed.

19. “*Claims Bar Date*” means, for each General Unsecured Claim in excess of \$100,000, the date that is 35 days after the Petition Date, as set forth in the Claims Bar Date Order.

20. “*Claims Bar Date Order*” means the order of the Bankruptcy Court establishing the date that is 35 days after the Petition Date as the Claims Bar Date for General Unsecured Claims in excess of \$100,000.

21. “*Claims Objection Deadline*” means, for each General Unsecured Claim in excess of \$100,000, the first Business Day that is 120 days after the Effective Date, *provided*, that the Claims Objection Deadline may be extended by order of the Bankruptcy Court after notice and a hearing.

22. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

23. “*Class*” means a class of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

24. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A having been satisfied or waived pursuant to Article IX.B.

25. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

26. “*Confirmation Hearing*” means the confirmation hearing held by the Bankruptcy Court pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, including any adjournments thereof, at which the Bankruptcy Court will consider confirmation of the Plan.

27. “*Confirmation Objection Deadline*” means the date that is five (5) Business Days prior to the date first set by the Bankruptcy Court for the Confirmation Hearing.

28. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan in accordance with section 1129 of the Bankruptcy Code, which shall be acceptable in form and substance to the Required Lenders in their sole discretion.

29. “*Consenting Lenders*” means those lenders that are a party to the Restructuring Support Agreement.

30. “*Consummation*” means the occurrence of the Effective Date.

31. “*Committee*” means any official committee (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

32. “*Cure Claim*” means a Claim for the payment of Cash by the Debtors, or the distribution of other property (as the parties to the Executory Contract or Unexpired Lease that is to be assumed may agree or the Bankruptcy Court may order), as necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtors and (b) permit the assumption of such Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code.

33. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumptions of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith, and (c) procedures for resolution of any related disputes.

34. “*D&O Liability Insurance Policies*” means all insurance policies maintained by the Debtors as of the Petition Date for liability against the Debtors’ directors, managers, and officers.

35. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.



36. “*Debtors*” means, collectively: The Dolan Company; American Processing Company, LLC; Arizona News Service, LLC; assure360, LLC; Counsel Press, LLC; Daily Journal of Commerce, Inc.; Daily Reporter Publishing Company; DataStream Content Solutions LLC; Dolan APC LLC; Dolan Media Holding Company; Dolan Publishing Company; Dolan Publishing Finance Company; Federal News Service LLC; Finance and Commerce, Inc.; Idaho Business Review, LLC; Lawyer’s Weekly, LLC; Legislative Information Services of America, LLC; Long Island Business News, LLC; Missouri Lawyers Media, LLC; National Default Exchange Holdings, LLC; New Orleans Publishing Group, L.L.C.; NOPG, L.L.C.; The Daily Record Company LLC; and The Journal Record Publishing Co., LLC. For the avoidance of doubt, each of DiscoverReady and Dolan DLN LLC are not a Debtor in the Chapter 11 Cases but are each an affiliate participating in the Plan for limited purposes.

37. “*DIP Agent*” means Bayside in its capacity as administrative agent under the DIP Agreement, or any successor agent appointed in accordance with the DIP Agreement.

38. “*DIP Agreement*” means that certain senior secured \$10 million debtor-in-possession financing agreement by and among each of the Debtors, the DIP Lenders, and the DIP Agent, as amended, supplemented, or otherwise modified from time to time.

39. “*DIP Facility Claims*” means those claims arising under the DIP Agreement.

40. “*DIP Lenders*” means the lender parties to the DIP Agreement.

41. “*DIP Order*” means an order entered by the Bankruptcy Court in the Chapter 11 Cases approving the terms of the DIP Agreement and authorizing the Debtors’ entry thereof on a final basis, and as may be amended, modified, or supplemented by the Court from time to time in accordance with the terms thereof.

42. “*Disbursing Agent*” means the Reorganized Debtors or any Entity selected by the Debtors or Reorganized Debtors and identified in the Plan Supplement, as applicable, to make or facilitate distributions contemplated under the Plan.

43. “*Disclosure Statement*” means the *Disclosure Statement for the Debtors’ Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 18, 2014, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable laws and which shall be approved by the Bankruptcy Court at the Confirmation Hearing.

44. “*DiscoverReady*” means discoverReady, LLC, a Delaware limited liability company. For the avoidance of doubt, DiscoverReady is not a Debtor in the Chapter 11 Cases but is an affiliate participating in the Plan for limited purposes.

45. “*DiscoverReady LLC Agreement*” means that certain amended and restated limited liability company agreement of DiscoverReady as amended and amended and restated from time to time, including in connection with the DiscoverReady Membership Settlement Agreements.

46. “*DiscoverReady Membership Settlement Agreements*” means those certain prepetition agreements by and among Lender Newco, DR Holdco, LLC, and Dolan, as set forth in the Restructuring Support Agreement, pursuant to which DR Holdco, LLC’s membership units in DiscoverReady were transferred to Lender Newco.

47. “*DiscoverReady Transaction*” means the distribution of Reorganized Dolan LLC’s membership interest in DiscoverReady to New Topco, which shall be consummated on the Effective Date as set forth in the Restructuring Transactions Memorandum.

48. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest, or any portion thereof, (a) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503, or 1111 of the Bankruptcy Code, or (b) for which a Proof of Claim or Interest or a motion for

payment has been timely Filed with the Bankruptcy Court, to the extent the Debtors or any other party in interest has interposed a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, or the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order; *provided, however*, that in no event shall a Claim that is deemed Allowed pursuant to this Plan be a Disputed Claim.

49. “*Distribution Record Date*” means the date that the Confirmation Order is entered by the Bankruptcy Court.

50. “*Dolan Interest*” means (a) any share of common stock, preferred stock, or other instrument evidencing an ownership or economic interest in Dolan, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in Dolan, and (b) any claim arising out of the ownership, purchase, or sale of such share of common stock, preferred stock, or other instrument evidencing an ownership interest in Dolan.

51. “*Effective Date*” means the Business Day selected by the Debtors and the Required Lenders on or after the Confirmation Date on which (a) the conditions to the occurrence of the Effective Date have been met or waived pursuant to Article IXA and Article IXB and (b) no stay of the Confirmation Order is then in effect. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

52. “*Emergence Bonus Program*” means that certain award opportunity program for certain employees of the Debtors with an aggregate payment pool of approximately \$60,000, the form of which shall be included in the Plan Supplement, *provided*, that “insiders” (as that term is defined in section 101(31) of the Bankruptcy Code) of the Debtors shall not be included in such program.

53. “*Entity*” means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

54. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

55. “*Exculpated Claim*” means any Claim related to any act or omission in connection with, relating to, or arising out of the Plan or Restructuring Transactions, the formulation, preparation, dissemination, negotiation of any document in connection with the Plan, the Restructuring Documents, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property pursuant to the Plan.

56. “*Exculpated Party*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (d) the Consenting Lenders; and (e) with respect to each of the foregoing entities in clauses (a) through (d), such party’s current and former affiliates, and such party’s and its current and former affiliates’ subsidiaries, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

57. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

58. “*Exit Costs*” means costs associated with the Consummation of the Plan and the Debtors’ emergence from chapter 11 protection, including, without limitation, Administrative Claims, Accrued Professional Fee Claims, and all other costs required to consummate the Plan.

59. “*Exit Facilities*” mean the Reorganized Dolan Revolving Credit Facility, the Reorganized Dolan Term Loan, and any Additional Loans.

60. “*Exit Facility Agent*” means the administrative agent for the Exit Facilities.

61. “*Exit Facility Credit Agreement*” means the credit agreement by and among Reorganized Dolan LLC, as borrower, certain of its subsidiaries, as guarantors, the financial institutions from time to time party thereto, and the Exit Facility Agent, to be effective on the Effective Date, pursuant to which the lenders thereto will issue the Reorganized Dolan Revolving Credit Facility, the Reorganized Dolan Term Loan, and any Additional Loans to Reorganized Dolan LLC, the form of which shall be included in the Plan Supplement and shall have the terms set forth on **Exhibit A** hereto.

62. “*Exit Facility Documents*” means, collectively, the Exit Facility Credit Agreement and all other agreements, documents, and instruments to be delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents), each in form and substance acceptable to the Required Lenders in their sole discretion.

63. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

64. “*Final Decree*” means the decree contemplated under Bankruptcy Rule 3022.

65. “*Final Order*” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

66. “*General Unsecured Claim*” means any Claim against any Debtor that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) an Other Secured Claim, (d) a DIP Facility Claim, (e) a Prepetition Credit Agreement Claim, (f) an Other Priority Claim, (g) an Intercompany Claim, or (h) a Section 510(b) Claim.

67. “*Governmental Authority*” means any United States or other international, national, federal, state, municipal or local governmental, regulatory or administrative authority, agency or commission, or any judicial or arbitral body or other entity exercising executive, legislative, judicial, regulatory, or administrative powers or functions of government, including any “governmental unit” as such term is defined in section 101(27) of the Bankruptcy Code.

68. “*Holder*” means an Entity holding a Claim or an Interest.

69. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

70. “*Indemnification Provisions*” means each of the Debtors’ indemnification or contribution provisions in place before or as of the Effective Date whether in the bylaws, certificates of incorporation, other formation documents, board resolutions, or employment contracts for the Debtors’ current and former directors, members, trustees, officers, managers, employees, attorneys, other professionals, and agents of the Debtors and such current and former directors, members, trustees, officers, and managers’ respective Affiliates.

71. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.

72. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

73. “*Interests*” means any equity security (as such term is defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of

the Debtors together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto.

74. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

75. “*Lender Newco*” means DR LenderCo LLC, a holder of 9.92 percent of DiscoverReady’s membership units, which took ownership of such units pursuant to the DiscoverReady Membership Settlement, and which shall merge with and into New Topco (with New Topco surviving) on the Effective Date, at which time the members in Lender Newco will receive the Lender Newco Distribution.

76. “*Lender Newco Distribution*” means a percentage of the Reorganized Equity, as determined by agreement among the Holders of Prepetition Credit Agreement Claims, to be distributed to the members in Lender Newco on the Effective Date of the Plan upon the merger of Lender Newco and New Topco (with New Topco surviving), which distribution is based on the applicable enterprise value of DiscoverReady and Reorganized Dolan LLC.

77. “*Lien*” means a lien as such term is defined in section 101(37) of the Bankruptcy Code.

78. “*New Boards*” mean, collectively, the initial board of directors or managers, as the case may be, of New Topco, DiscoverReady, and each of the Reorganized Debtors, which shall be set forth in the Plan Supplement.

79. “*New Corporate Governance Documents*” means the form of the amended or restated articles of incorporation and bylaws, or other similar organizational and constituent documents, for each of the Reorganized Debtors, other than the New Topco Operating Agreement, which forms shall be included in the Plan Supplement.

80. “*New Employment Contracts*” mean those certain new employment contracts between each of Reorganized Dolan LLC and DiscoverReady and certain of their employees, the form of which shall be included in the Plan Supplement.

81. “*New Topco*” means the newly formed Delaware limited liability company that will merge with Lender Newco on the Effective Date (with New Topco surviving) and will wholly-own DiscoverReady and Reorganized Dolan LLC upon Consummation of the Plan.

82. “*New Topco Operating Agreement*” means the limited liability company agreement, certificate of formation, and any other similar organizational documents for New Topco, effective as of the Effective Date, to which all parties receiving Reorganized Equity (and all persons to whom such parties may sell their equity in the future and all persons who purchase or acquire equity from New Topco in future transactions) will be required to become or will be deemed parties, the form of which shall be included in the Plan Supplement and shall have the terms set forth on **Exhibit B** hereto.

83. “*Notice and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as the Debtors’ retained notice, claims, and solicitation agent.

84. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than (a) an Administrative Claim or (b) a Priority Tax Claim.

85. “*Other Secured Claim*” means any Secured Claim that is not a Prepetition Credit Agreement Claim.

86. “*Person*” means a person as such term as defined in section 101(41) of the Bankruptcy Code.

87. “*Petition Date*” means the date on which each of the Debtors commenced the Chapter 11 Cases.

88. “*Plan*” means this chapter 11 plan, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof, including the Plan Supplement and all exhibits, supplements, appendices, and schedules.

89. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be Filed by the Debtors no later than seven (7) calendar days before the Confirmation Hearing on notice to parties in interest and additional documents Filed before the Effective Date as supplements or amendments to the Plan Supplement, each of the foregoing being in form and substance acceptable to the Required Lenders in their sole discretion, including: (a) the New Topco Operating Agreement; (b) the New Corporate Governance Documents; (c) the Exit Facility Credit Agreement; (d) SPV Operating Agreement; (e) the Seller Note Assignment Documents; (f) the SPV Certificate of Formation; (g) the identity of the Disbursing Agent; (h) a schedule of retained Causes of Action; (i) the Rejected Executory Contract and Unexpired Leases List; (j) the Reorganized Debtor Professional Services Agreement; (k) the identity of the directors, managers, officers, and other management for the Reorganized Debtors as well as the nature of compensation of such parties that constitute an “insider” of the Debtors (as defined in section 101(31) of the Bankruptcy Code); *provided, however*, that the Debtors may satisfy the foregoing item (k) by filing such list at any time prior to the Confirmation Hearing; (l) the Emergence Bonus Program; (m) the New Employment Contracts; (n) the Transition Services Agreement; and (o) the Restructuring Transactions Memorandum. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with Article X.A, provided that any such amendment shall be acceptable to the Required Lenders in their sole discretion.

90. “*Prepetition Administrative Agent*” means the administrative agent for the Prepetition Credit Agreement.

91. “*Prepetition Credit Agreement*” means that certain Third Amended and Restated Credit Agreement dated as of December 6, 2010, as amended by the Omnibus Reaffirmation and Amendment Agreement dated January 31, 2011, the First Amendment to Third Amended and Restated Credit Agreement dated as of September 30, 2011, the Second Amendment to Third Amended and Restated Credit Agreement dated as of March 6, 2012, the Third Amendment to Third Amended and Restated Credit Agreement dated as of October 5, 2012, the Fourth Amendment to Third Amended and Restated Credit Agreement dated as of January 22, 2013, the Waiver and Fifth Amendment to Third Amended and Restated Credit Agreement dated as of July 8, 2013, and the Consent, Waiver and Sixth Amendment to Third Amended and Restated Credit Agreement dated as of October 31, 2013, the Limited Waiver, Consent and Seventh Amendment to Third Amended and Restated Credit Agreement dated as of January 7, 2014, the Limited Waiver, Consent, Eighth Amendment to Third Amended and Restated Credit Agreement dated as of February 13, 2014, Ninth Amendment to Third Amended and Restated Credit Agreement dated as of February 20, 2014, and Tenth Amendment to Third Amended and Restated Credit Agreement dated as of February 28, 2014 as may be further amended, supplemented, or modified from time to time, by and among the Debtors, as borrowers, the financial institutions from time to time party thereto, U.S. Bank National Association, in its capacity as administrative agent, lead arranger, and sole bookrunner, and Wells Fargo Bank, National Association, in its capacity as syndication agent.

92. “*Prepetition Credit Agreement Claim*” means any Claim arising under, derived from, or based upon the Prepetition Credit Documents, including, for the avoidance of doubt, the BOA Swap and the WF Swap.

93. “*Prepetition Credit Documents*” means, collectively, the Prepetition Credit Agreement, each other Loan Document (as defined in the Prepetition Credit Agreement), and all other agreements, documents and instruments delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents).

94. “*Prepetition Lenders*” means each Lender (as defined in the Prepetition Credit Agreement) that is a party to the Prepetition Credit Agreement.

95. “*Priority Tax Claim*” means any Claim of the kind specified in section 507(a)(8) of the Bankruptcy Code.

96. “*Pro Rata*” means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in that Class, or the proportion of the Claims or Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest under the Plan.

97. “*Professional*” means an Entity: (a) employed by the Debtors or a Committee pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

98. “*Professional Fee Escrow Account*” means an interest-bearing escrow account to hold and maintain an amount of Cash equal to the Professional Fee Escrow Amount funded by the Debtors after the Confirmation Date but at least one day prior to the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims. Such Cash shall remain subject to the jurisdiction of the Bankruptcy Court.

99. “*Professional Fee Escrow Amount*” means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.B.3.

100. “*Proof of Claim*” means a written proof of claim Filed against any of the Debtors in the Chapter 11 Cases.

101. “*Reinstated*” means, with respect to Claims and Interests, treated in accordance with section 1124 of the Bankruptcy Code.

102. “*Rejected Executory Contract and Unexpired Leases List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Reorganized Debtors pursuant to the provisions of Article V.A, which list shall be included in the Plan Supplement and may be amended, modified, or supplemented from time to time prior to the Effective Date with the consent of the Required Lenders.

103. “*Released Party*” means each of the following in its capacity as such: (a) the Prepetition Lenders; (b) the Prepetition Administrative Agent; (c) the Syndication Agent; (d) the DIP Agent; (e) the DIP Lenders; (f) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (g) DiscoverReady; (h) Lender Newco; (i) with respect to each of the foregoing entities in clauses (a) through (h), such party’s current and former affiliates, and such party’s and its current and former affiliates’ subsidiaries, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; and (j) each of the Debtors and their respective current and former affiliates’ subsidiaries, owners, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

104. “*Releasing Party*” means each of: (a) the Prepetition Lenders; (b) the Prepetition Administrative Agent; (c) the DIP Agent; (d) the DIP Lenders; (e) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (f) DiscoverReady; (g) Lender Newco; (h) without limiting the foregoing, each other Holder of a Claim or an Interest, in each case other than a Holder of a Claim or an Interest that has voted to reject the Plan, is a member of a Class that is deemed to reject the Plan, or has voted to accept the Plan *and* who expressly opts out of the release provided by the Plan; and (i) with respect to each of the foregoing parties under (a) through (h), any successors or assigns thereof.

105. “*Reorganized Debtor*” means, with respect to any Debtor, any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

106. “*Reorganized Debtor Professional Services Agreement*” means that certain agreement between Bayside and each of the Reorganized Debtors, the form of which shall be included in the Plan Supplement and shall have the terms set forth on Exhibit C hereto.

107. “*Reorganized Dolan LLC*” means reorganized Dolan, which shall be converted into a limited liability company and which shall be the parent company of the other Debtors and a wholly-owned subsidiary of New Topco upon Consummation of the Plan.

108. “*Reorganized Equity*” means the equity interests in New Topco, to be issued on the Effective Date pursuant to the terms of the Plan and the New Topco Operating Agreement.

109. “*Reorganized Dolan Revolving Facility*” means the new \$15 million senior secured “first out” revolving facility issued under the Exit Facility Credit Agreement; *provided*, that at the option of the Required Lenders, borrowings under the Reorganized Dolan Revolving Facility on the Effective Date may be limited to no more than \$5 million so long as the balance of the Exit Costs are funded with Additional Loans.

110. “*Reorganized Dolan Term Loan*” means the new senior secured “last out” term loan under the Exit Facility Credit Agreement in the face amount of \$50 million less the amount of any Additional Loans and the amounts funded under the Reorganized Dolan Revolving Facility on the Effective Date.

111. “*Required Lenders*” means the Prepetition Lenders holding at least two-thirds in amount of the Prepetition Credit Agreement Claims.

112. “*Restructuring Support Agreement*” means that certain Restructuring Support Agreement entered into prepetition among the Debtors, DiscoverReady, Dolan DLN LLC, Lender Newco, the Consenting Lenders, the BOA Swap Party, and the WF Swap Party, including all exhibits and supplements thereto, a copy of which is attached to the Disclosure Statement as **Exhibit C**.

113. “*Restructuring Transactions*” means those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors, the Reorganized Debtors, or any Affiliate non-Debtors, as applicable, determine, with the consent of the Required Lenders, to be necessary or appropriate to implement the Plan, including the formation of one or more holding companies between New Topco and each of DiscoverReady and Reorganized Dolan LLC.

114. “*Restructuring Transactions Memorandum*” means that certain memorandum describing the Restructuring Transactions, the form of which shall be included in the Plan Supplement.

115. “*Section 510(b) Claim*” means any Claim against the Debtors arising from rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

116. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable under the Bankruptcy Code, pursuant to applicable law, or by reason of a Final Order of the Bankruptcy Court, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed as such pursuant to the Plan.

117. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, or any similar federal, state, or local law.

118. “*Security*” means a security as defined in Section 2(a)(1) of the Securities Act.

119. “*Seller Note Assignment Documents*” mean those documents required to irrevocably assign the Seller Notes from the Debtors to the Seller Notes SPV, the form of which shall be included in the Plan Supplement.

120. “*Seller Notes*” mean those certain promissory notes held by one or more of the Debtors related to the sale of NDeX assets, which notes are estimated to have a total principal balance of approximately \$12.3 million as of June 30, 2014.

121. “*Seller Notes SPV*” means that certain Delaware limited liability company formed for the purpose of administering and distributing the proceeds of the Seller Notes after the Effective Date to the holders of SPV Interests.

122. “*Separation Agreements*” mean, collectively, that certain Separation and General Release Agreement by and between the Debtors and James P. Dolan, dated March 18, 2014, and that certain Separation and General Release Agreement by and between the Debtors and Scott J. Pollei, dated March 18, 2014.

123. “*SPV Interests*” means membership interests in the Seller Notes SPV.

124. “*SPV Operating Agreement*” means certain limited liability company agreement of Seller Notes SPV to be filed as part of the Plan Supplement, effective as of the Effective Date, to which all parties receiving SPV Interests (and all persons to whom such parties may sell their SPV Interests in the future and all persons who purchase or acquire SPV Interests in future transactions) will be required to become or will be deemed parties, the form of which shall be included in the Plan Supplement and shall have the terms set forth on **Exhibit D** hereto.

125. “*WF Swap*” means that certain ISDA Master Agreement dated as of January 23, 2012, between Wells Fargo Bank, N.A. and Dolan, as amended and supplemented from time to time.

126. “*WF Swap Party*” means Wells Fargo bank, N.A., in its capacity as a party to the WF Swap.

127. “*William Blair Settlement Agreement*” means that certain settlement agreement by and between William Blair & Co. and Dolan entered into prior to the commencement of the Chapter 11 Cases.

128. “*Syndication Agent*” means Wells Fargo Bank, National Association, in its capacity as syndication agent of the Prepetition Credit Agreement.

129. “*Transition Services Agreements*” means that certain agreement by and between DiscoverReady and/or Lender Newco and one or more of the Reorganized Debtors for the provision of shared services, the form of which shall be included in the Plan Supplement and shall have the terms set forth on **Exhibit E** hereto.

130. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

131. “*Unimpaired*” means a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

132. “*U.S. Trustee*” means the Office of the United States Trustee for the District of Delaware.

#### *B. Rules of Interpretation*

For purposes of this Plan: (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) any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement;



(7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (13) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order or otherwise.

*C. Computation of Time*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

*D. Governing Law*

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

*E. Reference to Monetary Figures*

All references in the Plan to monetary figures shall refer to Cash, unless otherwise expressly provided.

*F. Reference to the Debtors or the Reorganized Debtors*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

**ARTICLE II.  
ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS**

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

*A. Administrative Claims*

Except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s) or the Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Holder, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the latest of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date

such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; *provided, however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

*B. Professional Compensation*

1. Professional Fee Escrow Account

As soon as reasonably practicable after the Confirmation Date and no later than one day prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account. The Debtors shall fund the Professional Fee Escrow Account with Cash in the amount of the aggregate Professional Fee Escrow Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates, except as otherwise provided in Article II.B.2.

2. Final Fee Applications and Payment of Accrued Professional Compensation Claims

All final requests for payment of Claims of a Professional shall be Filed no later than 45 calendar days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court. The amount of Accrued Professional Compensation Claims owing to the Professionals, after taking into account any prior payments and after applying any retainers, shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Accrued Professional Compensation Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A. After all Allowed Accrued Professional Compensation Claims have been paid in full, the escrow agent shall return any excess amounts to the Reorganized Debtors.

3. Professional Fee Escrow Amount

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Accrued Professional Compensation Claims before and as of the Effective Date, taking into account any prior payments, and shall deliver such estimate to the Debtors no later than five calendar days prior to the anticipated Effective Date, as shall be indicated by the Debtors to such Professionals in writing as soon as reasonably practicable following Confirmation of the Plan; *provided, however*, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors, in consultation with the Required Lenders, may estimate a reasonable amount of unbilled fees and expenses of such Professional, taking into account any prior payments; *provided, however*, that such estimate shall not be binding or considered an admission with respect to the fees and expenses of such Professional. The total amount so estimated shall comprise the Professional Fee Escrow Amount. To the extent that any Accrued Professional Compensation Claims are satisfied after the funding of the Professional Fee Escrow Account with funds outside the Professional Fee Escrow Account, the Professional Fee Escrow Amount shall be reduced by the amount of such funds and such amount shall be returned as soon as practicable to the Debtors or Reorganized Debtors, as applicable.

4. Post-Confirmation Date Fees and Expenses

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses of Professionals that have been formally retained in accordance with sections 327, 363, or 1103 of the Bankruptcy Code before the Confirmation Date; *provided* that (a) such fees relate to the implementation and Consummation of the Plan incurred by the Debtors through and including the Effective Date, (b) Professionals that charge on an hourly basis may only charge at their standard hourly rate, (c) Professionals that charge on a monthly basis may only charge at the monthly rate previously

approved by the Bankruptcy Court, and (d) any success fee must be approved the Bankruptcy Court. For the avoidance of doubt, the foregoing provision shall not apply to the payment of any fees and expenses of professionals that have not been formally retained by the Debtors or a Committee before the Confirmation Date.

*C. Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

*D. DIP Facility Claims*

Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed DIP Facility Claim, each such Holder shall receive payment in full, in Cash, on the Effective Date from Cash on hand and proceeds of the Reorganized Dolan Revolving Facility.

*E. Statutory Fees*

Notwithstanding anything to the contrary contained herein, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. On and after the Effective Date, Reorganized Dolan shall pay the applicable U.S. Trustee fees for each of the Reorganized Debtors until the entry of a Final Decree in each such Debtor's Chapter 11 Case or until each such Chapter 11 Case is converted or dismissed.

**ARTICLE III.  
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS**

*A. Classification of Claims and Interests*

This Plan constitutes a separate Plan proposed by each Debtor. Except for Administrative Claims Accrued Profession Fee Claims, DIP Facility Claims, and Priority Tax Claims addressed in Article II, all Claims and Interests are classified in the Classes set forth below in accordance with section 1122 of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

Below is a chart assigning each Class a number for purposes of identifying each separate Class.

<b>Class</b>	<b>Claim / Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1	Other Priority Claims	Unimpaired	Presumed to Accept
2	Other Secured Claims	Unimpaired	Presumed to Accept
3	Prepetition Credit Agreement Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Intercompany Claims	Unimpaired	Presumed to Accept
6	Intercompany Interests	Unimpaired	Presumed to Accept
7	Section 510(b) Claims	Impaired	Deemed to Reject
8	Dolan Interests	Impaired	Deemed to Reject

*B. Treatment of Classes of Claims and Interests*

Except to the extent that the Debtors (in consultation with the Required Lenders) and a Holder of an Allowed Claim or Interest, as applicable, agree to less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date.

**1. Class 1 — Other Priority Claims**

- (a) *Classification:* Class 1 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Each Holder of an Allowed Class 1 Claim shall receive Cash in an amount equal to such Allowed Class 1 Claim upon the later of (i) the Effective Date, (ii) the date on which such Allowed Class 1 Claim becomes due in the ordinary course of business, or (iii) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan.

**2. Class 2 — Other Secured Claims**

- (a) *Classification:* Class 2 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Each Holder of an Allowed Class 2 Claim shall, as the Debtors (in consultation with the Required Lenders) or the Reorganized Debtors, as applicable, determine:
  - (i) have its Allowed Class 2 Claim Reinstated and rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code; or
  - (ii) receive the collateral securing its Allowed Class 2 Claim and any interest on such Allowed Class 2 Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired. Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan.

**3. Class 3 — Prepetition Credit Agreement Claims**

- (a) *Classification:* Class 3 consists of any Prepetition Credit Agreement Claims.
- (b) *Allowance:* Class 3 Claims are Allowed in the aggregate principal amount of \$153,470,709, plus any accrued but unpaid interest thereon payable thereon, as calculated in accordance with the Prepetition Credit Agreement.
- (c) *Treatment:* Each Holder of an Allowed Class 3 Claim shall receive its Pro Rata share of (i) the Reorganized Dolan Term Loan, (ii) the Reorganized Equity, subject to dilution on account of the Lender Newco Distribution, and (iii) the SPV Interests.
- (d) *Voting:* Class 3 is Impaired. Holders of Allowed Class 3 Claims are entitled to vote to accept or reject the Plan.

**4. Class 4 — General Unsecured Claims**

- (a) *Classification:* Class 4 consists of any General Unsecured Claims against any Debtor.
- (b) *Treatment:* Each Holder of an Allowed Class 4 Claim shall receive (i) payment in Cash in an amount equal to such Allowed Class 4 Claim in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Class 4 Claim or (ii) payment in Cash, including interest, if applicable, as required by contract or applicable law, in an amount equal to such Allowed Class 4 Claim, upon the later of (A) the Effective Date, (B) the date on which such Class 4 Claim becomes an Allowed Claim, or (C) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 4 is Unimpaired. Holders of Allowed Class 4 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 4 Claims are not entitled to vote to accept or reject the Plan.

**5. Class 5 — Intercompany Claims**

- (a) *Classification:* Class 5 consists of any Intercompany Claims.
- (b) *Treatment:* At the election of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors, as applicable, Intercompany Claims may be (i) reinstated as of the Effective Date and left unaltered and rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code or (ii) cancelled and no distribution shall be made on account of such Intercompany Claims.
- (c) *Voting:* Class 5 is Unimpaired. Holders of Allowed Class 5 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 5 Claims are not entitled to vote to accept or reject the Plan.

**6. Class 6 — Intercompany Interests**

- (a) *Classification:* Class 6 consists of any Intercompany Interests.
- (b) *Treatment:* At the election of the Debtors, in consultation with the Required Lenders, or the Reorganized Debtors, as applicable, Intercompany Interests may be (i) reinstated as of the Effective Date and left unaltered and rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code or (ii) cancelled and no distribution shall be made on account of such Intercompany Interests.
- (c) *Voting:* Class 6 is Unimpaired. Holders of Allowed Class 6 Interests are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 6 Interests are not entitled to vote to accept or reject the Plan.

**7. Class 7 — Section 510(b) Claims**

- (a) *Classification:* Class 7 consists of any Section 510(b) Claims against any Debtor.
- (b) *Allowance:* Notwithstanding anything to the contrary herein, a Class 7 Claim, if any such Claim exists, may only become Allowed by Final Order of the Bankruptcy Court. The Debtors are not aware of any asserted Class 7 Claim and believe that no Class 7 Claims exist.

- (c) *Treatment:* Allowed Class 7 Claims, if any, shall be discharged, canceled, released, and extinguished as of the Effective Date, and shall be of no further force or effect, and Holders of Allowed Section 510(b) Claims shall not receive any distribution on account of such Allowed Section 510(b) Claims.
- (d) *Voting:* Class 7 is Impaired. Holders (if any) of Allowed Class 7 Claims are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders (if any) of Allowed Class 7 Claims are not entitled to vote to accept or reject the Plan.

**8. Class 8 — Dolan Interests**

- (a) *Classification:* Class 8 consists of all Dolan Interests.
- (b) *Treatment:* Dolan Interests will be discharged, canceled, released, and extinguished as of the Effective Date, and shall be of no further force or effect, and Holders of Dolan Interests will not receive any distribution on account of such Dolan Interests.
- (c) *Voting:* Class 8 is Impaired. Holders of Dolan Interests are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders of Dolan Interests are not entitled to vote to accept or reject the Plan.

*C. Special Provision Governing Unimpaired Claims*

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

*D. Elimination of Vacant Classes*

Any Class of Claims or Interests that (a) does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing or (b) is entitled to vote on the Plan but with respect to which no Ballots are cast or no Ballots are deemed to be cast, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

*E. Subordinated Claims*

Except as expressly provided herein, 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, except as otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.  
MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. General Settlement of Claims and Interests*

Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the

Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests.

*B. Reorganized Equity*

All existing Dolan Interests shall be cancelled as of the Effective Date and New Topco shall issue the Reorganized Equity to Holders of Prepetition Credit Agreement Claims entitled to receive Reorganized Equity pursuant to the Plan. The issuance of Reorganized Equity, including any options for the purchase thereof and equity awards associated therewith, is authorized without the need for any further corporate action and without any further action by the Debtors, the Reorganized Debtors, or Reorganized Dolan, as applicable. The New Topco Operating Agreement shall authorize the issuance and distribution on the Effective Date of Reorganized Equity to the Distribution Agent for the benefit of Holders of Allowed Claims in Class 3. All Reorganized Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and the holders of Reorganized Equity shall not be required to execute the New Topco Operating Agreement before receiving their respective distributions of Reorganized Equity under the Plan. Any such Persons who do not execute the New Topco Operating Agreement shall be automatically deemed to have accepted the terms of the New Topco Operating Agreement (in their capacity as members of New Topco) and to be parties thereto without further action. The New Topco Operating Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of Reorganized Equity shall be bound thereby.

*C. Exit Facilities and Assignment of Seller Notes to Seller Note SPV*

On the Effective Date, the applicable Reorganized Debtors shall execute and deliver (1) the Exit Facility Credit Agreement, (2) the Seller Note Assignment Documents, and (3) all related documents, including the Exit Facility Documents, to which the applicable Reorganized Debtors are intended to be a party on the Effective Date. All such documents are incorporated herein by reference, and shall become effective in accordance with their terms and the Plan.

*D. SPV Interests*

On the Effective Date, the Reorganized Debtors shall form the Seller Notes SPV for the benefit of Holders of Allowed Prepetition Credit Agreement Claims. Contemporaneously therewith, the Reorganized Debtors shall transfer all right, title, and interest in the Seller Notes to the Seller Notes SPV pursuant to the Seller Note Assignment Documents. The SPV Operating Agreement shall authorize the issuance and distribution on the Effective Date of SPV Interests to the Distribution Agent for the benefit of Holders of Allowed Prepetition Agreements Claims in Class 3. The issuance of SPV Interests is authorized without the need for any further corporate action and without any further action by the Debtors, the Reorganized Debtors, Reorganized Dolan LLC, or New Topco, as applicable. All SPV Interests issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and the holders of SPV Interests shall not be required to execute the SPV Operating Agreement before receiving their respective distributions of SPV Interests under the Plan. Any such Persons who do not execute the SPV Operating Agreement shall be automatically deemed to have accepted the terms of the SPV Operating Agreement (in their capacity as members of Seller Notes SPV) and to be parties thereto without further action. The SPV Operating Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of SPV Interests shall be bound thereby.

The primary purpose of the Seller Notes SPV shall be to own the Seller Notes, collect the proceeds thereon, and distribute such proceeds on a pro rata basis to the holders of the SPV Interests; *provided* that the Seller Notes SPV shall be entitled to offset its expenses against such proceeds. The Seller Notes SPV shall be governed pursuant to the terms of the SPV Operating Agreement.

*E. Transition Services Agreement*

On the Effective Date, the Debtors shall enter into the Transition Services Agreement with DiscoverReady, which is incorporated herein by reference and shall become effective in accordance with its terms and the Plan.

*F. Professional Services Agreement*

On the Effective Date, the Debtors shall execute and deliver the Reorganized Debtor Professional Services Agreement with Bayside, which is incorporated herein by reference and shall become effective in accordance with its terms and the Plan.

*G. Restructuring Transactions*

On the Effective Date, the Debtors, with the consent of the Required Lenders, or Reorganized Debtors, as applicable, shall enter into the Restructuring Transactions, including but not limited to those transactions set forth in the Restructuring Transactions Memorandum, and shall take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Debtors, to the extent provided therein. The Restructuring Transactions may include one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions as may be determined by the Debtors or Reorganized Debtors, as applicable, to be necessary or appropriate. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Plan.

*H. Corporate Existence*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise. Consequently, Intercompany Interests shall be retained, and the legal, equitable and contractual rights to which Holders of Intercompany Interests are entitled shall remain unaltered to the extent necessary to implement the Plan. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

*I. Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (unless otherwise released or discharged pursuant to the Plan), and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations under the Exit Facilities and the Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.



*J. Cancellation of Existing Securities*

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Prepetition Credit Agreement Claims, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto and the obligations of the Debtors or Reorganized Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided, however*, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive distributions under the Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable.

*K. Corporate Action*

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the agreements with existing management; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) implementation of the Restructuring Transactions; (4) the applicable Reorganized Debtors' entry into the Exit Facility Credit Agreement and the Seller Note Assignment Documents; and (5) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate 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, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the Exit Facility Credit Agreement and the Seller Note Assignment Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article V.H shall be effective notwithstanding any requirements under nonbankruptcy law.

*L. New Corporate Governance Documents*

To the extent required by applicable law, on or immediately before the Effective Date, the Reorganized Debtors will file their respective New Corporate Governance Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. The New Corporate Governance Documents will prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Corporate Governance Documents as permitted by the laws of their respective states, provinces, or countries of incorporation and their respective New Corporate Governance Documents.

*M. Director, Managers, and Officers of the Reorganized Debtors*

As of the Effective Date, the officers, directors, and/or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Corporate Governance Documents. Each such officer, director, and/or manager shall be disclosed prior to the Confirmation Hearing. To the extent any such officer, director, and/or manager is an "insider" under the Bankruptcy Code, the Debtors also will disclose the nature of any compensation to be paid to such officer, director, and/or manager. Each such officer, director, and/or manager shall serve from and after the Effective Date pursuant to the terms of the New Corporate Governance Documents and other constituent documents of the Reorganized Debtors.

In connection with the Restructuring Transactions, the Debtors will secure tail liability coverage for the Debtors' directors and officers effective as of the Effective Date that is consistent with the existing directors and

officers liability coverage for a period of six years, which tail liability coverage shall be pre-bound before the Petition Date and invoiced and paid on the Effective Date.

*N. Effectuating Documents; Further Transactions*

On and after the Effective Date, the Reorganized Debtors and the officers, managers, and members of the New Boards 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, including the Reorganized Equity, in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan.

*O. New Employment Contracts*

On the Effective Date, the Debtors shall enter into the New Employment Contracts with the employees covered by such New Employment Contracts, and such New Employment Contracts shall become effective in accordance with their terms and the Plan.

*P. Emergence Bonus Plan*

On the Effective Date, the Debtors shall make all payments required under the Emergence Bonus Plan pursuant to its terms.

*Q. Section 1146 Exemption*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property or any Interests pursuant to the Plan, including the recording of any amendments to such transfers, or any new mortgages or liens placed on the property in connection with such transfers, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

*R. Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the following Causes of Action, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date: (1) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII; and (2) all Causes of Action that arise under (a) sections 544, 547, and 548 of the Bankruptcy Code and (b) state fraudulent conveyance law, in each case, solely related to payments made in the 90 days prior to the Petition Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or

otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

**ARTICLE V.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Rejection of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided herein or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Leases List, if any. For the avoidance of doubt, the Debtors shall assume the Restructuring Support Agreement, the DiscoverReady Membership Settlement Agreements, the Separation Agreements, and the William Blair Settlement Agreement on the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan or the Rejected Executory Contract and Unexpired Leases List, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Claims arising from the rejection of Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III, as applicable.

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

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Within five Business Days after entry of the order scheduling the Confirmation Hearing, the Debtors shall provide notices of proposed cure amounts to counterparties to Executory Contracts and Unexpired Leases, which shall include a description of the procedures for objecting to assumption thereof based on the proposed cure amounts

or the Reorganized Debtors' ability to provide "adequate assurance of future performance thereunder" (within the meaning of section 365 of the Bankruptcy Code). Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served, and actually received by the counsel to the Debtors, counsel to Bayside, the clerk of the Bankruptcy Court, and the U.S. Trustee no later than the Confirmation Objection Deadline. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount.

In the event of a dispute regarding: (1) the amount of any payments to cure such a default; (2) the ability of the Reorganized Debtors or any assignee to provide adequate assurance of future performance under the Executory Contract or Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

Assumption 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, 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 prior to the effective date of assumption. **Any Proof 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.**

#### *D. Insurance Policies*

All of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, including the D&O Liability Insurance Policies, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto, except as otherwise provided in the Rejected Executory Contract and Unexpired Lease List.

In addition, without limiting the foregoing, each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

#### *E. Indemnification Provisions*

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, or agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors will amend and/or restate their respective governance documents before or after the Effective Date to terminate or materially adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the Indemnification Provisions. Notwithstanding anything to the contrary contained herein, (1) Confirmation shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the Indemnification Provisions, (2) each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed, and (3) as of the Effective Date, the Indemnifications Provisions shall be binding and enforceable against the Reorganized Debtors.

*F. Benefit Programs*

Except and to the extent previously assumed by an order of the Bankruptcy Court on or before the Confirmation Date, all employee compensation and benefit programs of the Debtors, including programs subject to sections 1114 and 1129(a)(13) of the Bankruptcy Code, if any, entered into before or after the Petition Date and not since terminated, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are assumed under this Article V, but only to the extent that rights under such programs are held by the Debtors or Persons who are employees of the Debtors as of the Confirmation Date, and the Debtors' obligations under such programs to Persons who are employees of the Debtors on the Confirmation Date shall survive Confirmation of the Plan, except for (i) Executory Contracts or plans specifically rejected pursuant to the Plan (to the extent such rejection does not violate sections 1114 or 1129(a)(13) of the Bankruptcy Code) and (ii) Executory Contracts or plans as have previously been rejected, are the subject of a motion to reject, or have been specifically waived by the beneficiaries of any plans or contracts; *provided, however*, that the Debtors' obligations, if any, to pay all "retiree benefits" as defined in section 1114(a) of the Bankruptcy Code shall continue; *provided further, however*, that nothing herein shall extend or otherwise modify the duration of such period or prohibit the Debtors or the Reorganized Debtors from modifying the terms and conditions of such employee benefits and retiree benefits as otherwise permitted by such plans and applicable nonbankruptcy law.

*G. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

*H. Reservation of Rights*

Nothing contained in the Plan shall constitute an admission by the Debtors that any Executory Contract or Unexpired Lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

*I. Nonoccurrence of Effective Date*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

*J. Contracts and Leases Entered Into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim) each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class and in the manner provided herein. If 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. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

*B. Disbursing Agent*

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. To the extent the Disbursing Agent is one or more of the Reorganized Debtors, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

*C. Rights and Powers of Disbursing Agent*

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent may be paid in Cash by the Reorganized Debtors.

*D. Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the Disbursing Agent, as appropriate: (a) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Disbursing Agent, as appropriate, after the date of any related Proof of Claim; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the

Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct.

2. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the later of (a) the Effective Date and (b) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the claim of any Holder to such property or interest in property shall be discharged of and forever barred.

3. Minimum Distributions

Notwithstanding anything to the contrary contained in the Plan, the Disbursing Agent shall not be required to distribute Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Allowed Claim is less than \$50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than such amount shall have such Claim discharged and shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors, or their respective property. Any Cash or other property not distributed pursuant to this provision shall be the property of the Reorganized Debtors.

*E. Manner of Payment*

On the Effective Date or soon as reasonably practicable thereafter, all commitments under the Reorganized Dolan Revolving Facility to the Holders of the Allowed Prepetition Credit Agreement Claims under the Plan shall be made by the Exit Facility Agent. All distributions of Cash to the Holders of Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

*F. Securities Registration Exemption*

Pursuant to section 1145 of the Bankruptcy Code, the issuance of the Reorganized Equity and the SPV Interests as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, the Reorganized Equity and the SPV Interests will be freely tradable in the U.S. 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, (2) compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments and subject to any restrictions in the New Topco Operating Agreement and the SPV Operating Agreement, and (3) any applicable regulatory approval.

*G. Compliance with Tax Requirements*

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Authority, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding

taxes, withholding distributions pending receipt of information necessary or appropriate to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

*H. Allocation Between Principal and Accrued Interest*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

*I. Setoffs and Recoupment*

The Debtors, in consultation with the Required Lenders, or Reorganized Debtors, as applicable, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the Holder of any such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors, as applicable, of any such Claim it may have against the Holder of such Claim.

*J. Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, if the Holder of such Claim receives payment in full on account of such Claim from an Entity that is not a Debtor or Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from an Entity that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from an Entity that is not a Debtor or a Reorganized Debtor and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.



**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

*A. Disputed Claims Process*

Except as required by the Claims Bar Date Order, Holders of Claims, Interests, and Administrative Claims need not file a Proof of Claim with the Bankruptcy Court and shall be subject to the Bankruptcy Court process only to the extent provided in the Plan. On and after the Effective Date, except as otherwise provided in the Plan, all Allowed Claims shall be paid in the ordinary course of business of the Reorganized Debtors. If the Debtors or the Reorganized Debtors dispute any Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced, *provided, however*, that the Debtors or the Reorganized Debtors may elect, at their sole option, to object to any Claim (other than Claims expressly Allowed by the Plan) and to seek to have the validity or amount of any Claim adjudicated by the Bankruptcy Court; *provided further, however*, that Holders of Claims and Administrative Claims may elect to seek to resolve the validity or amount of any Claim in the Bankruptcy Court.

*B. Claims Administration Responsibilities*

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims or Interests; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

*C. Estimation of Claims*

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

*D. Adjustment to Claims Without Objection*

Any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

*E. Time to File Objections to Claims*

Any objections to Claims shall be Filed by the Claims Objection Deadline.

*F. Disallowance of Claims*

**WITH RESPECT TO EACH GENERAL UNSECURED CLAIM IN AN AMOUNT LESS THAN \$100,000, EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM SHALL BE DEEMED EXPUNGED FROM THE CLAIMS REGISTER ON THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT AND THE CLAIM ON WHICH SUCH PROOF OF CLAIM WAS FILED SHALL BE DETERMINED, RESOLVED, OR ADJUDICATED, AS THE CASE MAY BE, IN THE MANNER AS IF THE CHAPTER 11 CASES HAD NOT BEEN COMMENCED AND SHALL SURVIVE THE EFFECTIVE DATE AS IF THE CHAPTER 11 CASES HAD NOT BEEN COMMENCED.**

**WITH RESPECT TO EACH GENERAL UNSECURED CLAIM IN AN AMOUNT EQUAL TO OR GREATER THAN \$100,000, EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS.**

*G. No Distributions Pending Allowance*

Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

*H. 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. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

*I. No Interest*

Unless otherwise specifically provided for in the Plan or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

**ARTICLE VIII.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

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

Pursuant to sections 363 and 1123 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, 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 Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy

Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Entities.

*B. Discharge*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise provided for in the Plan or in any contract, instrument or other agreement created pursuant to the Plan, and effective as of the Effective Date: (a) the rights afforded in the Plan (which rights may include the continuation of prepetition liens, security interests, or other rights) and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, settlement, compromise, discharge, and release of all Claims and Interests of any nature whatsoever, regardless of whether a Proof of Claim or Interest was filed, including any interest accrued on such Claims from and after the Petition 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 Entities 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 or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date; *provided, however*, that notwithstanding the foregoing, nothing in this Plan is intended to release any insurer from having to provide coverage under any policy to which the Debtors, the Reorganized Debtors, and/or their current or former officers, directors, employees, representatives, or agents are parties or beneficiaries. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date, subject to section 1141(d)(6) of the Bankruptcy Code.

*C. Debtor Release*

**Pursuant to section 1123(b) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise specifically provided in the Plan, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Estates, and the Reorganized Debtors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the 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 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 Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.**

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing "Debtor Release," which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by this Article VIII.C; (3) in the best interests of the Debtors and Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the

Estates, and the Reorganized Debtors asserting any claim or Causes of Action released pursuant to the Debtor Release.

*D. Third-Party Release*

On the Confirmation Date and effective as of the Effective Date, to the fullest extent permissible under applicable law, except as otherwise provided in the Plan, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the 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 Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing "Third-Party Release," the releases set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by this Article VIII.D; (3) in the best interests of the Debtors and Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity granting a Third-Party Release from asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*E. Exculpation*

To the fullest extent permissible under applicable law, and except as otherwise specifically provided in the Plan, each Debtor, each Reorganized Debtor, each Estate, and each Exculpated Party is hereby released and exculpated from any claim, obligation, Cause of Action, or liability for any Exculpated Claim, except for actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction; *provided, however*, that in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors, the Reorganized Debtors, the Estates, and the Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the restructuring of Claims and Interests in the Chapter 11 Cases and in connection with the Restructuring Transactions, the negotiation, formulation, or preparation of the restructuring documents or related agreements, instruments, or other documents (including the New Topco Operating Agreement, the New Corporate Governance Documents, the Exit Facility Documents, the Seller Note Assignment Documents, and documents and instruments related thereto) pursuant to the Plan, and the solicitation and distribution of 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.

*F. Injunction*

To the fullest extent permissible under applicable law, and except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.D or Article VIII.E, discharged pursuant to Article VIII.B, or are subject to exculpation pursuant to Article VIII.F are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors or the Released Parties or their respective property: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests released or settled pursuant to the Plan.

*G. Protection Against Discriminatory Treatment*

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*H. Recoupment*

In no event shall any Holder of a Claim or an Interest be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

*I. Release of Liens*

Except (a) with respect to the Liens securing the obligations arising out of the Exit Facility Documents or the SPV Operating Agreement, (b) with respect to the Liens securing the Secured Tax Claims or Other Secured Claims (depending on the treatment of such Claims), or (c) as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns. For the avoidance of doubt, mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

*J. Reimbursement or Contribution*

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent, or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

*K. Term of Injunctions or Stays*

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

**ARTICLE IX.  
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

*A. Conditions Precedent to the Effective Date*

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B:

1. the Confirmation Order shall have been entered and such order shall not have been stayed, modified, or vacated on appeal;
2. all conditions precedent to the consummation of the Exit Facility Credit Agreement shall have been waived or satisfied in accordance with the terms thereof;
3. the SPV Operating Agreement shall be effective, and the Seller Note Assignment Documents shall have been executed;
4. the New Topco Operating Agreement shall be effective;
5. all conditions precedent to the DiscoverReady Transaction shall have occurred;
6. the Restructuring Support Agreement shall not have been terminated;
7. all reasonable and documented out-of-pocket expenses incurred by the Consenting Lenders (except as to any Consenting Lender that has breached and not cured any of its obligations under the Restructuring Support Agreement) and all reasonable and documented fees and out-of-pocket expenses of the Consenting Lenders' advisors, including attorneys' fees, in accordance with their respective engagement letters, shall have been paid in full in Cash;
8. with respect to all documents and agreements necessary to implement the Plan: (a) all conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; (b) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Authorities in accordance with applicable laws; and (c) such documents and agreements shall have been effected or executed; and
9. all Restructuring Transactions shall have occurred.

*B. Waiver of Conditions Precedent to the Effective Date*

The Debtors, with the consent of the Required Lenders, may waive any of the conditions to the Effective Date set forth in Article IX.A at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm or consummate the Plan.

*C. Effect of Non-Occurrence of Conditions to Consummation*

If prior to Consummation, the Confirmation Order is vacated pursuant to a Final Order, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity.

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

*A. Modification of the Plan*

Effective as of the date hereof and subject to the consent of the Required Lenders: (a) the Debtors reserve the right, to the extent allowed by the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

*B. Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

*C. Revocation or Withdrawal of the Plan*

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (c) nothing contained in the Plan shall (1) constitute a waiver or release of any Claims, Interests, or Causes of Action, (2) prejudice in any manner the rights of any Debtor or any other Entity, or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

**ARTICLE XI.  
RETENTION OF JURISDICTION**

*A. Exclusive Jurisdiction*

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, except as set forth in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law, including jurisdiction to:

1. allow, disallow, classify, estimate, or establish the priority of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any 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 Article V, the Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;
8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. 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;
13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
14. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, or the Confirmation Order;
15. enter an order or Final Decree concluding or closing any of the Chapter 11 Cases;
16. adjudicate any and all disputes arising from or relating to distributions under the Plan;



17. consider any modifications of the Plan in accordance with applicable law, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;

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

20. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in connection with and under the Plan, including under Article VIII;

21. enforce all orders previously entered by the Bankruptcy Court, resolve any cases, controversies, suits, or disputes that may arise in connection with any entity's rights arising from or obligations incurred in connection with the Plan; and

22. hear any other matter not inconsistent with the Bankruptcy Code.

*B. Non-Exclusive Jurisdiction*

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction to:

1. determine or liquidate or establish the Secured or unsecured status, or amount of any Claim or Interest; and

2. resolve any matters related to any potential contractual obligation under any Executory Contract or Unexpired Lease.

**ARTICLE XII.  
MISCELLANEOUS PROVISIONS**

*A. Conflicts*

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Confirmation Order shall govern and control.

*B. Immediate Binding Effect*

Subject to Article IX.A and 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 Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan or are held by a Holder entitled to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

*C. Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be agreed to by the Required Lenders and may be necessary or appropriate to effectuate and

further evidence the terms and conditions of the Plan. The Debtors (in consultation with the Required Lenders) or Reorganized Debtors, as applicable, and all Holders receiving distributions pursuant to the Plan and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

*D. Reservation of Rights*

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

*E. Successors and Assigns*

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

*F. Service of Documents*

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors or the Consenting Lenders shall be served on:

**If to the Reorganized Debtors:**

The Dolan Company  
222 South Ninth Street, Suite 2300,  
Minneapolis, Minnesota 55402  
Attention: Renee Jackson.  
E-mail: renee.jackson@thedolancompany.com

**With copies to:**

**Kirkland & Ellis LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Facsimile: (312) 862-2200  
Attention: Marc Kieselstein, P.C. and Jeffrey D. Pawlitz  
E-mail: marc.kieselstein@kirkland.com, jeffrey.pawlitz@kirkland.com

**If to the Consenting Lenders:**

Sean Britain  
Bayside Capital, Inc.  
600 5th Avenue, 24th Floor  
New York, New York 10020

With copies to:

**Akin Gump Strauss Hauer & Feld LLP**

One Bryant Park  
New York, New York 10036  
Facsimile: (212) 872-1025  
Attention: Michael S. Stamer  
E-mail: mstamer@akingump.com

-and-

**Akin Gump Strauss Hauer & Feld LLP**

1700 Pacific Avenue  
Suite 4100  
Dallas, Texas 75201  
Facsimile: (214) 969-4343  
Attention: Sarah Link Schultz  
Email: sshultz@akingump.com

After the Effective Date, the Reorganized Debtors may, in their sole discretion, notify Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

*G. Entire Agreement*

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

*H. Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Notice and Claims Agent at <http://www.kccllc.net/Dolan> or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

*I. Severability of Plan Provisions*

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

*J. Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, and each of the Debtors' Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

*K. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

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Dated: March 18, 2014

The Dolan Company, on behalf of itself and each of the other Debtors

By: /s/ Scott J. Pollei

Name: Scott J. Pollei

Authorized Signatory

Prepared by:

Laura Davis Jones (DE Bar No. 2436)

Timothy P. Cairns (DE Bar No. 4228)

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- and -

Marc Kieselstein, P.C. (*pro hac vice* admission pending)

Jeffrey D. Pawlitz (*pro hac vice* admission pending)

**KIRKLAND & ELLIS LLP**

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: [marc.kieselstein@kirkland.com](mailto:marc.kieselstein@kirkland.com)

[jeffrey.pawlitz@kirkland.com](mailto:jeffrey.pawlitz@kirkland.com)

Proposed Attorneys for the  
Debtors and Debtors in Possession

**EXHIBIT A**

**Terms of the Exit Facility Credit Agreement**

**Terms of Exit Facility Credit Agreement**

Material terms of the Reorganized Dolan Revolving Facility, the Reorganized Dolan Term Loan, and the Additional Loans shall include, without limitation:<sup>1</sup>

<b>Borrowers:</b>	Debtors
<b>Facilities:</b>	<ul style="list-style-type: none"> <li>• Reorganized Dolan Revolving Facility: \$15,000,000; provided, that, at the option of the lenders holding the majority of the debt outstanding under the Company's prepetition credit agreement, borrowings under the Reorganized Dolan Revolving Facility on the Effective Date may be limited to no more than \$5 million so long as the balance of the Exit Costs are funded with Additional Loans</li> <li>• Reorganized Dolan Term Loan: \$50,000,000 <i>less</i> the amount of any Additional Loans and the amounts funded under the Reorganized Dolan Revolving Facility on the Effective Date</li> <li>• Additional Loans: Additional term loans in an amount, together with the amounts funded under the Reorganized Dolan Revolving Facility on the Effective Date, sufficient to fund the Exit Costs</li> </ul>
<b>Ranking:</b>	<p>Senior first lien secured obligations of Borrowers and any future, direct or indirect, domestic subsidiary of the Borrowers</p> <p>Reorganized Dolan Revolving Facility shall be "first-out" in the payment waterfall</p>
<b>Maturity:</b>	<ul style="list-style-type: none"> <li>• Reorganized Dolan Revolving Facility: 4 years</li> <li>• Reorganized Dolan Term Loan and Additional Loans: 5 years</li> </ul>
<b>Economics:</b>	<ul style="list-style-type: none"> <li>• Reorganized Dolan Revolving Facility: <ul style="list-style-type: none"> <li>- L + 400bps (100bps L floor)</li> <li>- Default Rate: + 2.0%</li> <li>- 50 bps per annum unused line fee</li> <li>- Closing Fee: 1.0% of commitment of subscribing Lenders</li> </ul> </li> <li>• Reorganized Dolan Term Loan and Additional Loans: <ul style="list-style-type: none"> <li>- L + 500bps (100bps L floor)</li> <li>- Default Rate: + 2.0%</li> </ul> </li> <li>• Interest may be paid in kind at Borrowers' option</li> </ul>
<b>Covenants:</b>	<ul style="list-style-type: none"> <li>• No financial covenants</li> <li>• Other covenants: customary for facilities of this type</li> </ul>
<b>Prepayments:</b>	<ul style="list-style-type: none"> <li>• Prepayable without penalty or premium</li> <li>• No amortization</li> <li>• ECF sweep</li> <li>• Customary asset sale sweep</li> </ul>
<b>Other Terms:</b>	<ul style="list-style-type: none"> <li>• Customary for facilities of this type</li> </ul>

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**EXHIBIT B**

**Terms of the New Topco Operating Agreement**



## Term Sheet for New Topco Operating Agreement

**General:** The Company will be a Delaware limited liability company managed by a board of managers (the “**Board**”), which will be responsible for overseeing the operation of the Company’s business. The Company will serve as a holding company for two separate and distinct wholly-owned subsidiaries, The Dolan Company (to be converted to an LLC upon effectiveness of the Plan) (“**Dolan LLC**”) and discoverReady, LLC (“**DR LLC**”). It is not anticipated that the Company will have any employees.

**Membership Interests:** The Company will have three classes of interests:

1. Class A Interests, which will be distributed pro rata upon effectiveness of the Plan to the Consenting Lenders (the “**Membership Interests**”).
2. Class B-1 Interests, which are intended to be issued as incentive units to employees of DR LLC and its subsidiaries (“**Class B-1 Incentive Interests**”);
3. Class B-2 Interests, which are intended to be issued as incentive units to employees of DR LLC and its subsidiaries (“**Class B-2 Incentive Interests**”);
4. Class B-3 Interests, which are intended to be issued as incentive units to employees of DR LLC and its subsidiaries (“**Class B-3 Incentive Interests**”);
5. Class C Interests, which may be issued as incentive units to employees of Dolan LLC and its subsidiaries (“**Class C Incentive Interests**” and together with the Class B-1, B-2 and B-3 Incentive Interests, the “**Incentive Interests**”).

The Incentive Interests will not be transferrable and shall not have any voting rights or any other rights, other than to receive distributions as set forth herein and in the LLC operating agreement of the Company (the “**Operating Agreement**”). The Incentive Interests shall be subject to vesting, forfeiture, termination and other provisions to be set forth in the applicable grant/award agreement.

**Board of Managers:** A majority of the managers then in office will constitute a quorum and be sufficient for approval of all acts of the board of managers (the “**Board**”). The Board will consist of a number of managers to be determined by the Required Lenders, and the managers shall be elected or appointed annually by a vote or consent of a majority of the outstanding Membership Interests. The Board will determine the composition of the board of managers or similar bodies of the Company’s subsidiaries. For the avoidance of doubt, the board of managers of DR LLC and Dolan LLC will be separate legal entities.

**Distributions:** The Operating Agreement will provide that distributions will be made at the discretion of the Board as follows: <sup>1</sup>

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<sup>1</sup> The thresholds set forth below may modified in good faith by the Board upon the occurrence of additional equity investments.

- A. If the distributions are on account of Dolan LLC (including because of a sale of Dolan LLC) and there are Class C Incentive Interests outstanding:
  - a. First, to the holders of Membership Interests, until \$[ ] has been distributed in total; then
  - b. [ ]% to the holders of Membership Interests and [ ]% to the holders of Class C Incentive Interests.
- B. If the distributions are on account of DR LLC (including because of a sale of DR LLC):
  - a. First, to the holders of Membership Interests, until \$[ ] has been distributed in total; then
  - b. [ ]% to the holders of Membership Interests and [ ]% to the holders of Class B-1 Incentive Interests, until \$[ ] has been distributed in total; then
  - c. [ ]% to the holders of Membership Interests and [ ]% to the holders of Class B-2 Incentive Interests, until \$[ ] has been distributed in total; then
  - d. [ ]% to the holders of Membership Interests and [ ]% to the holders of Class B-3 Incentive Interests, until \$[ ] has been distributed in total.

If the Company is sold in a transaction that involves the buyer acquiring both DR LLC and Dolan LLC, the Board in good faith will allocate the consideration as between DR LLC and Dolan LLC and the provisions above will apply to the relevant proceeds. If the Company is sold in a transaction that does not involve the buyer acquiring both DR LLC and Dolan LLC (e.g. one of DR LLC or Dolan LLC is 'spun out' at or prior to closing) the Company and its members will work in good faith to replicate the Operating Agreement with respect to the 'spun-out' entity not being so acquired, but no proceeds in respect of such 'spun-out' entity will be distributed.

**Transfer Restrictions:**

Except for transfers to a Member's affiliates or as is otherwise expressly set forth herein and subject to compliance with all applicable federal securities and other laws, Membership Interests will only be transferrable by the Members during the fifteen (15) day period immediately following the release of the audited consolidated financial statements and the quarterly unaudited consolidated financial statements (each such period, a "*Transfer Period*").

In addition to any other restrictions on Transfer of Membership Interests set forth herein, the Operating Agreement will provide language to restrict any sale, exchange, assignment, pledge, encumbrance, or other transfer (each, a "*Transfer*") of Membership Interests (a) that would result in the Company's obligation to register with the Securities and Exchange Commission or under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and (b) to a direct or indirect competitor of the Company (other than a Transfer pursuant to the drag-along rights described below).

**Right of First Offer:**

The Operating Agreement will contain a Right of First Offer provision pursuant to which any Member wishing to Transfer its Membership Interest (a “*Transferring Member*”) to a party that is not an affiliate of such Member must first offer to Transfer such Membership Interests to the Company and, with respect to any Membership Interests not purchased by the Company, to Bayside or its designee(s). Further, in the event of a proposed Transfer pursuant to the Right of First Offer, at the request of the purchasing Member, the Company and the selling Member will enter into a customary confidentiality agreement and the Company will have the option to disclose all material non-public information to such selling Member.

**Tag Along Rights:**

If a Transferring Member proposes to Transfer, to any purchaser, other than to an Affiliate of any Transferring Member, in one or a series of related transactions, Membership Interests representing a majority of the outstanding Membership Interests, then the Transferring Member will give written notice to the Company prior to the closing of such Transfer and such other Members will have the right (but not the obligation) to include in such sale up to all of the Membership Interests held by such other Members. If the proposed purchaser elects to purchase less than all of the Membership Interests offered for sale as a result of the other Members’ exercise of their respective tag along rights, the Transferring Member and each Member exercising its tag along rights will have the right to include its pro rata portion of Membership Interests to be Transferred to the proposed purchaser on the same terms and conditions as the Transferring Member, including, without limitation, in exchange for a pro rata share of all consideration received by the Transferring Member.

**Drag Along Rights:**

If one or more Members representing a majority of the outstanding Membership Interests (collectively, the “*Selling Member*”), proposes to (a) sell, in one or a series of related transactions, Membership Interests representing a majority of the outstanding Membership Interests on, to any purchaser, other than to an Affiliate of any Selling Member, or (b) consummate any transaction involving the sale, transfer, lease or other disposition of all or substantially all of the Company’s, DR LLC’s or Dolan LLC’s assets or properties or any merger, recapitalization, consolidation or restructuring or any other transaction that would result in a change of control of the Company, DR LLC or Dolan LLC, the other Members, at the election of the Selling Members, will be required to include the pro rata portion of their Membership Interests in such sale and/or vote their Membership Interests and take any other reasonable actions in furtherance thereof on the same terms and conditions applicable to the Selling Member (if applicable). The pro rata amount of the applicable series of Incentive Interests shall also be subject to this provision.

**Pre-Emptive Rights:**

If the Company issues any debt or equity or equity-linked securities, except for Excluded Issuances, each Member holding at least 10% of the outstanding Membership Interests will have a right of first refusal to purchase that number of such debt or equity or equity-linked securities

on the same terms and conditions as would allow them to maintain their Membership Interest percentage ownership interests in the Company. In the event that a Member does not subscribe for its pro rata share of such debt or equity or equity-linked securities, the other subscribing Members may subscribe for such shares on a pro rata basis and the non-subscribing Member shall lost future pre-emptive rights.

***“Excluded Issuances”*** will mean the issuance of Incentive Interests or the issuance of debt or equity or equity-linked securities (i) to employees, directors, agents, etc. in the nature of incentive compensation, (ii) in consideration for certain M&A and related transactions, (iii) pursuant to conversion or exchange rights included in equity interests previously issued, (iv) in connection with an equity interests split, division or dividend, (v) as equity kickers to lenders, or (vi) pursuant to other customary or agreed upon excluded transactions.

**Information Rights:**

The Company will provide or make available to each holder of more than 10% of the Membership Interests:

- (i) Within 120 days after the end of each fiscal year, audited financial statements for each of Dolan LLC and DR LLC for such year, together with a copy of the relevant audit report; and
- (ii) Within 45 days after the end of each fiscal quarter, unaudited quarterly financial statements for each of Dolan LLC and DR LLC for the quarterly period then ended and the comparable period in the prior year.

In no event will any financial information required to be furnished pursuant to the Operating Agreement be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that section.

Subject to execution of customary confidentiality agreements, the Company will also make available the information and reports set forth in clauses (i) and (ii) above to the prospective third party transferees during each Transfer Period.

**Registration Rights:**

The Operating Agreement will provide the following registration rights:

- *Demand Registration.* At any time prior to or after a qualified public offering, the Company will register all registrable securities requested to be registered by the Members if the Company receives a written request from Members holding a majority of the outstanding Membership Interests. The demand rights will otherwise be subject to usual and customary limitations and cutbacks.
- The Operating Agreement will contain customary piggyback and S-3 registration rights acceptable to the Required Lenders.
- *Registration Procedures.* The registration rights provisions will also contain usual and customary provisions relating to the registration procedures to be followed by the Company, termination of registration rights, as well as indemnification obligations. Upon a qualified public offering, the Company will convert to a corporation.

**Corporate Opportunities;  
Fiduciary Duties:**

The Operating Agreement will provide for the renunciation of the Company's interest in business opportunities that are presented to managers or Members and the disclaimer of fiduciary duties of the managers and Members, in each case, other than such managers or Members that are employees, consultants or officers of the Company (other than any Chairman of the Board that is not otherwise an employee, consultant or officer of the Company).

**Amendments:**

The Operating Agreement may not be amended, terminated or otherwise modified or waived without the approval of a majority of the outstanding Membership Interests.

**Other Terms:**

The Operating Agreement will also provide for other customary terms, including, without limitation, the time, place and manner of calling of regular and special meetings of Members and managers, actions may be taken by the Board or the Members without a meeting, and indemnification and exculpation of managers, officers and other appropriate persons.

For the avoidance of doubt, the Company will not be a public reporting company as of the Closing.

The Company will file an election to be treated as an association taxable as a corporation for federal and state income tax purposes.

The Operating Agreement will provide that DR LLC will not engage in any transactions with, loan or distribute funds to, or guarantee any indebtedness of, Dolan LLC or any of its subsidiaries, other than as contemplated by Transition Services Agreement.

**EXHIBIT C**

**Terms of the Reorganized Debtor Professional Services Agreement**

## **REORGANIZED DOLAN LLC PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), effective as of [•], 2014 (the "Effective Date")<sup>1</sup>, by and among [Reorganized Dolan LLC], a Delaware limited liability company (the "Company"), and Bayside Capital, Inc., a Florida corporation (the "Consultant").

WHEREAS, on the terms and subject to the conditions contained in this Agreement, the Company desires to engage certain services of the Consultant described herein and the Consultant desires to perform such services for the Company.

NOW, THEREFORE, in consideration of the premises and the respective mutual agreements, covenants, representations and warranties contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of the Consultant. The Company hereby appoints the Consultant and the Consultant hereby accepts appointment on the terms and conditions provided in this Agreement as a consultant to the Company's and its subsidiaries' businesses, including any other companies hereafter formed or acquired by the Company or any of its subsidiaries to engage in any business.

2. Board of Managers Supervision. The activities of the Consultant to be performed under this Agreement shall be subject to the supervision of the Board of Managers of the Company (the "Board") to the extent required by applicable law or regulation and subject to reasonable policies not inconsistent with the terms of this Agreement adopted by the Board and in effect from time to time. Where not required by applicable law or regulation, the Consultant shall not require the prior approval of the Board to perform its duties under this Agreement.

3. Authority of the Consultant; Scope of Services. Subject to any limitations imposed by applicable law or regulation, the Consultant shall render or cause to be rendered those services to the Company and its subsidiaries which are set forth on Exhibit A attached hereto, including, without limitation, conducting relations on behalf of the Company or its subsidiaries with accountants, attorneys, financial advisors and other professionals with respect to such services, and otherwise the Consultant shall render or cause to be rendered those services to the Company and its subsidiaries which are mutually agreed by the Company and the Consultant, which services may include, without limitation:

- (i) general operations planning, executive, management and consulting services;
- (ii) identification, support, negotiation and analysis (including strategic advice and due diligence) of acquisitions and dispositions by the Company and/or its subsidiaries;

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<sup>1</sup> Note to Draft: Effective Date will be the emergence date.

- (iii) finance functions, including assistance in the preparation of financial projections and monitoring of compliance with financing agreements;
- (iv) real estate functions, including management and monitoring of real estate properties and development and implementation of real estate strategies;
- (v) marketing functions, including monitoring of marketing plans and strategies;
- (vi) human resources functions, including searching and hiring of executives; and/or
- (vii) other services for the Company and its subsidiaries upon which the Company and the Consultant mutually agree in writing.

The Consultant will also make periodic reports to the Company with respect to the services provided hereunder. The Consultant shall use its commercially reasonable efforts to cause its employees and agents to give the Company and its subsidiaries the benefit of its special knowledge, skill and business expertise to the extent relevant to the Company's and its subsidiaries' business and affairs.

4. Reimbursement of Expenses; Independent Contractor. All out-of-pocket fees and expenses incurred by the Consultant in the performance of its duties under this Agreement (such obligations and expenses, "Consultant Expenses") shall be for the account of, on behalf of, and at the expense of the Company. The Consultant shall not be obligated to make any advance to or for the account of the Company or any of its subsidiaries or to pay any sums. The Company shall reimburse the Consultant by wire transfer of immediately available funds for any Consultant Expenses. The reimbursement of such Consultant Expenses shall be in addition to any other amount payable to the Consultant under this Agreement. The Consultant shall be an independent contractor, and nothing in this Agreement shall be deemed or construed (i) to create a partnership or joint venture between the Company or any subsidiary and the Consultant, (ii) to cause the Consultant to be responsible in any way for the debts, liabilities or obligations of the Company or any other party, (iii) to constitute the Consultant or any of its employees as employees, officers or agents of the Company or any subsidiary, or (iv) to create any fiduciary duties owed by the Consultant to the Company. Further, nothing contained in this Agreement shall authorize, empower or constitute either party to this Agreement as an agent of the other party in any manner, authorize or empower one party to the Agreement to assume or create an obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the other party, or authorize or empower a party to the Agreement to bind the other party in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.

5. Other Activities of the Consultant; Investment Opportunities. The Company acknowledges and agrees that neither the Consultant nor any of the Consultant's employees, officers, directors, stockholders, members, partners, managers, affiliates or associates shall be required to devote full time and business efforts (or any specific amount of time or efforts) to the duties of the Consultant specified in this Agreement, but instead shall devote only so much of



such time and efforts as the Consultant reasonably deems necessary. The Company further acknowledges and agrees that the Consultant and its affiliates are engaged in the business of investing in, acquiring and/or managing businesses for the Consultant's own account, for the account of the Consultant's affiliates and associates and for the account of other unaffiliated parties, and understands that the Consultant plans to continue to be engaged in such business (and other business or investment activities) during the term of this Agreement. No aspect or element of such activities shall be deemed to be engaged in for the benefit of the Company or any of its subsidiaries or affiliates nor to constitute a conflict of interest. Furthermore, notwithstanding anything herein to the contrary, the Consultant shall be required to bring only such investments and/or business opportunities to the attention of Company or any of its subsidiaries as the Consultant, in its sole discretion, deems appropriate.

6. Compensation of the Consultant.

(a) In consideration of the services to be rendered as described herein, the Company will pay to the Consultant by wire transfer of immediately available funds: (i) a one-time structuring fee equal to \$500,000 (the "Structuring Fee") payable on the Effective Date and (ii) an annual base management and consulting fee equal to \$500,000 (the "Annual Consulting Fee"), with the payment of the initial Annual Consulting Fee payable on the Effective Date and subsequent Annual Consulting Fees payable on the anniversary of the Effective Date for each subsequent year during the Term. If the Company or its subsidiaries acquire or enter into any additional business operations after the date of this Agreement (each, an "Additional Business"), the Board and the Consultant will, prior to the acquisition or prior to entering into the business operations, in good faith, determine whether and to what extent the Annual Consulting Fee should be increased as a result thereof. Any increase will be evidenced by a written supplement to this Agreement signed by the Company and the Consultant.

(b) In further consideration of the services to be rendered as described herein, and in recognition, in part, that the Structuring Fee and the Annual Consulting Fee charged for such services is below the fees that third parties would charge for similar services, the Company will pay to the Consultant or its designees in cash a supplemental management fee of 1.1% of the Enterprise Value of the Company (or any holding company or parent), upon the closing, after the date of this Agreement, of the earlier of (i) the Company's (or any holding company or parent or subsidiary used for such purpose) initial public offering and (ii) the sale of the Company or the sale of all or substantially all of the assets of the Company (in each case, whether such transaction or series of transactions is by way of merger, purchase or sale of stock or other equity interests, purchase or sale or other disposition of assets, recapitalization, reorganization, consolidation, tender offer, public or private offering or otherwise, and whether consummated directly by the Company or its subsidiaries or holding company or indirectly by their respective stockholders or members) (each such transaction or the initial public offering, an "Extraordinary Transaction"). The Company shall also pay to the Consultant or its designees in cash a supplemental management fee of 1.1% of the Enterprise Value of any subsidiary of the Company, in each case upon the closing, after the date of this Agreement, of the earlier of (i) the subsidiary's (or any holding company or parent used for such purpose) initial public offering and (ii) the sale of the subsidiary or the sale of all or substantially all of the assets of the subsidiary (in each case, whether such transaction or series of transactions is by way of merger, purchase or

sale of stock or other equity interests, purchase or sale or other disposition of assets, recapitalization, reorganization, consolidation, tender offer, public or private offering or otherwise, and whether consummated directly by the subsidiary or its subsidiaries or indirectly by their respective stockholders or members). As used herein, “Enterprise Value” shall mean an amount equal to (A) the initial public offering price per share received by the Company (or such subsidiary) multiplied by the number of shares of the Company (or such subsidiary) outstanding on a fully diluted basis immediately after such offering in the case of the Company’s or subsidiary’s initial public offering, plus (B) the sum of (i) the cash paid to the stockholders or members of the Company (or such subsidiary or any future-created holding company), (ii) the aggregate fair market value of any securities and any other non-cash consideration delivered to the stockholders or members of the Company (or such subsidiary or any future-created holding company) and (iii) the amount of all indebtedness for borrowed money of the Company or any of its subsidiaries, which is assumed or acquired by the purchasers or retired or defeased in connection with any sale of the Company (or such subsidiary or any future-created holding company) or all or substantially all of the assets of the Company (or such subsidiary or any future-created holding company). The fair market value of any securities issued and any other non-cash consideration delivered in connection with the sale of the Company (or such subsidiary or any future-created holding company) or all or substantially all of the assets of the Company (or such subsidiary or any future-created holding company) will be the value determined in good faith by the Board and the Consultant on the date that the Board approves the sale or the sale is consummated, whichever is higher.

(c) In further consideration of the services to be rendered as described herein, and in recognition, in part, that the Structuring Fee and Annual Consulting Fee charged for such services is below the fees that third parties would charge for similar services, upon the occurrence of any Transaction after the date of this Agreement, the Company will pay to the Consultant in cash a supplemental management fee of 1.1% of the Total Value upon the closing of such Transaction. As used in this Section 6(c):

(i) “Transaction” shall mean (A) a merger or consolidation of the Company or any of its subsidiaries with or into another entity of which the Company or such subsidiary is the surviving entity, (B) the purchase by the Company or any of its subsidiaries of a majority of another entity’s capital stock or equity or all or substantially all of another entity’s assets, or (C) the acquisition, issuance or incurrence of any debt (except as such acquisition, issuance or incurrence of debt relates to the increase in amounts loaned under any credit facilities to which the Company or any of its subsidiaries is party or debt instruments or securities issued by the Company or any of its subsidiaries, in each case, existing or issued as of the date of this Agreement; for the avoidance of doubt, the foregoing exception shall not apply to the refinancing of any such credit facilities, debt instruments or securities), or equity financing by the Company or any subsidiary; provided, however, that any fee payable to the Consultant upon the acquisition of equity financing pursuant to an initial public offering shall be calculated solely pursuant to Section 6(b) above; and

(ii) “Total Value” shall mean an amount equal to, in the case of Section 6(c)(i)(A) or Section 6(c)(i)(B) above, the sum of (A) the cash consideration paid by the

Company or any of its subsidiaries to any party, (B) the aggregate fair market value of any equity or debt securities and any other non-cash consideration delivered by the Company or any of its subsidiaries to any party, and (C) the amount of all indebtedness for borrowed money of any party which is assumed, acquired, retired or defeased by the Company or any of its subsidiaries, in each case in connection with a Transaction or, in the case of Section 6(c)(i)(C) above, the gross funds raised by the Company pursuant to such debt or equity financing.

(d) At no time will such fees be reduced from the amounts stated herein. As used in this Section 6, "Company" shall include any holding company or parent company of the Company. Nothing in this Agreement shall have the effect of prohibiting the Consultant or any of its affiliates from receiving any other reasonable fees from the Company.

(e) If at any time when a payment of any amounts owed under Section 4 or this Section 6 is due, the Company does not have sufficient cash to make such payment, part or all of such payment, as the case may, be shall be deferred pursuant to Section 6(a).

7. Term. This Agreement shall commence as of the Effective Date and shall remain in effect through the tenth (10<sup>th</sup>) anniversary of the Effective Date (the "Original Term") and shall be automatically extended thereafter on a year to year basis (each such year a "Renewal Term") unless the Company or the Consultant provides written notice of its desire to terminate this Agreement to the other party at least 90 days prior to (i) the expiration of the Original Term or (ii) the date upon which any such Renewal Term would otherwise have become effective (the Original Term together with all Renewal Terms, collectively the "Term"). Notwithstanding anything to the contrary in this Agreement, this Agreement shall also terminate on the date of the occurrence of an Extraordinary Transaction.

8. Standard of Performance. In rendering the services under this Agreement, the Consultant may do, or cause others to do, all things that in the reasonable good faith judgment of the Consultant are necessary, proper or desirable to discharge the duties and responsibilities set forth in this Agreement. The Consultant (including any person or entity acting for or on behalf of the Consultant) shall not be liable for any mistakes of fact, errors of judgment, for losses sustained by the Company or any of its subsidiaries or for any acts or omissions of any kind (including acts or omissions of the Consultant), unless caused by intentional misconduct or gross negligence of the Consultant as finally judicially determined by a court of competent jurisdiction.

9. Indemnification of the Consultant.

(a) The Company and its subsidiaries hereby agree to jointly and severally indemnify and hold harmless the Consultant and its present and future officers, directors, stockholders, members (both managing and otherwise), partners (both general and limited), managers, affiliates, employees, representatives and agents ("Consultant Indemnified Parties") from and against all losses, claims, liabilities, suits, costs, damages and expenses (including attorneys' fees) (collectively, "Damages") arising from its performance of services hereunder, including (to the extent possible) by naming the Consultant as a named insured on the Company's insurance policies, unless such Damages arise in connection with the Consultant's intentional misconduct or gross negligence as finally judicially determined by a court of competent jurisdiction. The

Company further agrees to reimburse the Consultant Indemnified Parties on a monthly basis for any cost of defending any action or investigation (including attorneys' fees and expenses), subject to an undertaking from such Consultant Indemnified Party to repay the Company if it is finally judicially determined that the Consultant Indemnified Party is not entitled to such indemnity.

10. Assignment. Without the consent of the Consultant, the Company shall not assign, transfer or convey any of its rights, duties or interest under this Agreement, nor shall it delegate any of the obligations or duties required to be kept or performed by it hereunder. The Consultant shall not assign, transfer or convey any of its rights, duties or interest under this Agreement, nor shall it delegate any of the obligations or duties required to be kept or performed by it under this Agreement, except that the Consultant may transfer its rights and delegate its obligations hereunder to one or more of its affiliates.

11. Notices. All notices, demands, consents, approvals and requests given by either party to the other hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier services (charges prepaid) or by facsimile to the parties at the following addresses:

If to the Company: [•]

If to Consultant: Bayside Capital, Inc.  
1450 Brickell Avenue, 31st Floor  
Miami, Florida 33131  
Attention: General Counsel  
Facsimile: (305) 381-4180

Any party may at any time change its respective address by sending written notice to the other party of the change in the manner hereinabove prescribed.

12. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. No Waiver. The failure by any party to exercise any right, remedy or elections herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters herein contained and any agreement hereafter made shall be ineffective to effect any change or modification, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change or modification is sought.

15. Third Party Beneficiary. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

16. Governing Laws. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

17. Successors. This Agreement and all the obligations and benefits hereunder shall inure to the successors and assigns of the parties.

18. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

19. EXCLUSIVE VENUE. THE PARTIES AGREE THAT ALL DISPUTES, LEGAL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN A FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR THE STATE COURT IN MIAMI-DADE COUNTY, FLORIDA (COLLECTIVELY THE "DESIGNATED COURTS"). EACH PARTY HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DESIGNATED COURTS. NO LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY OTHER FORUM. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL CLAIMS OF IMMUNITY FROM JURISDICTION AND ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN ANY DESIGNATED COURT, INCLUDING ANY RIGHT TO OBJECT ON THE BASIS THAT ANY DISPUTE, ACTION, SUIT OR PROCEEDING BROUGHT IN THE DESIGNATED COURTS HAS BEEN BROUGHT IN AN IMPROPER OR INCONVENIENT FORUM OR VENUE.

20. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same agreement. Delivery of executed signature pages hereof by facsimile transmission, telecopy or portable

document format (.pdf) shall constitute effective and binding execution and delivery of this Agreement.

21. Representations.

(a) The Consultant hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by the Consultant does not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Consultant is a party or by which it is bound; (ii) no consent, approval, license, permit, order or authorization of any governmental authority, person or entity is required to be obtained or made by or on behalf of the Consultant in connection with the execution, delivery and performance of this Agreement; and (iii) the execution and delivery of this Agreement by the Consultant has been duly authorized by all requisite action on behalf of the Consultant, and upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of the Consultant, enforceable in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles).

(b) The Company hereby represents and warrants to the Consultant that (i) the execution, delivery and performance of this Agreement by the Company does not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Company is a party or by which it is bound; (ii) no consent, approval, license, permit, order or authorization of any governmental authority, person or entity is required to be obtained or made by or on behalf of the Company in connection with the execution, delivery and performance of this Agreement; and (iii) the execution and delivery of this Agreement by the Company has been duly authorized by all requisite action on behalf of the Company, and upon the execution and delivery of this Agreement by the Consultant, this Agreement shall be the valid and binding obligation of the Company, enforceable in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles).

22. Compliance. Each party hereto agrees to comply in material respect with all applicable, state and municipal laws, rules and regulations, as well as all policies and procedures of the Company, that are now or may in the future become applicable to such party in connection with its services and obligations under this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Professional Services Agreement to be duly entered by the authorized representatives as of the date first above written.

[REORGANIZED DOLAN LLC]

\_\_\_\_\_  
By:  
Title:

BAYSIDE CAPITAL, INC.

\_\_\_\_\_  
By:  
Title:

**EXHIBIT A**

**Company Management Scope of Services**

- Review operational performance on a periodic basis (usually weekly)
- [Periodic] review of cash positions
- Detailed review of monthly financials, including assistance in preparation of monthly financials to send to bank partners
- Attend, and travel to board meetings, usually held quarterly, and provide strategic direction at such meetings. At times, assist in the preparation of such board materials.
- Provide corporate governance oversight, including creation of employee handbook and general senior management governance policies, including setting board approval thresholds such as significant capex and customer pricing
- Interact with auditors to monitor fraud (e.g. answer board questions to auditors upon annual audit preparation)
- Assist in creation of strategic plan and key business priorities upon consummation of the transaction and going forward
- Help in the selection of corporate advisors, including outside counsel and auditors
- Assistance in preparation of annual budget, as well as any reforecasts throughout the year
- Periodic evaluation of senior executives and determining bonus compensation for CEO and/or CFO
- Key role in hiring and termination of CEO and CFO positions, and sometimes COO, which would include selection, retention, and management of recruiting firms. Conduct interviews and background checks for key hires.
- Active role in recruiting senior executives outside of top positions to market company
- Active role in occasionally meeting with top customers, vendors and franchisees to provide comfort on company vision and financial backing
- Help structure bonus plan, including setting EBITDA targets and compensation amounts
- Help structure and award option incentive programs for senior level employees
- Often lead role in negotiating with banks upon event of default, including structuring and providing additional capital if needed



- Assist in litigation matters that are outside of the ordinary course of the Company's business, including working with outside counsel and involving Consultant's internal general counsel when appropriate
- Provide access to Consultant's proprietary supplier network discounts – provide access to discounts including telecommunications providers, computer equipment, insurance, office supplies, etc.
- Provide access to Consultant's network of ancillary services and consultants, including manufacturing consultants, sale-leaseback providers, equipment loan providers, background check consultants, IT consultants, environmental consultants, and energy management consultants
- Maintain adequate records for corporate documents
- Take leadership role in coordinating any significant asset dispositions or divestitures, including preparing materials and financial analysis, and negotiating with buyers
- Assist in coordination with any other Consultant portfolio company where a mutually beneficial customer-supplier relationship or other synergy opportunity may exist
- Add-on opportunities –
  - o Sourcing - target companies with sectors, products, channels, geographies, customer bases, etc. that would be complementary to the platform. Negotiate confidentiality agreements as part of this exercise. This also includes external marketing efforts such as deal announcements and press releases sent to the financial community, and may also include the retention of buy-side brokers to assist in targeted searches.
  - o Diligence - visit add-on opportunities, present indications of interest and letters of intent, negotiate with sell-side bankers or company directly. Help coordinate business, legal, accounting, and other diligence for add-on opportunities.

**EXHIBIT D**

**Terms of the SPV Operating Agreement**

Term Sheet  
for  
SPV Operating Agreement

Terms of the SPV Operating Agreement shall include the following and such other terms as are acceptable to the Required Lenders:

SPV Board: The SPV shall be managed by a board of 1-5 persons (the “SPV Board”) elected by a majority of the holders of the SPV Interests.

Purpose: The primary purpose of the SPV shall be to own the Seller Notes, to collect proceeds on the Seller Notes and to distribute such proceeds on a pro rata basis to the holders of the SPV Interests; provided, the SPV shall be entitled to offset its expenses against such proceeds.

Governance: The SPV shall be governed on terms customary and typical for special purpose vehicles of this type and size.

**EXHIBIT E**

**Terms of the Transition Services Agreement**

**TERM SHEET FOR TRANSITION SERVICES AGREEMENT**

<i>Parties:</i>	<ul style="list-style-type: none"> <li>• DiscoverReady</li> <li>• Reorganized Dolan LLC (“<b>Dolan</b>”)</li> </ul>
<i>Scope of Services:</i>	During the Term of the TSA, Dolan will provide DiscoverReady with the services set forth on Exhibit A (collectively, the “ <b>Services</b> ”).
<i>Standard of Performance:</i>	Dolan will use commercially reasonable efforts to utilize the same or similar means and resources and provide the Services with at least the same degree of quality and level of service with which Dolan or its subsidiaries provided the Services to DiscoverReady prior to the Effective Date and with at least the same standard of care that Dolan provides to its own business. Dolan will perform the Services in accordance with applicable legal requirements and industry standards. Dolan may utilize third party service providers to provide certain Services; provided, however, that Dolan shall remain liable for any actions or inactions of any such third party service providers taken pursuant to this Agreement.
<i>Fees and Expenses:</i>	<p>In exchange for the Services, DiscoverReady shall pay Dolan the fixed monthly fees set forth on Schedule A (the “<b>Fee</b>”) and reimburse Dolan for all reasonable and documented, third-party, out-of-pocket expenses incurred by Dolan in the performance of the Services (the “<b>Expenses</b>”).</p> <p>DiscoverReady shall bear the cost of any third party licenses, consents, permits or approvals necessary for Dolan to provide the Services, which shall not exceed \$[ ] (“<b>Fee Cap</b>”) on a monthly basis without the prior written consent of DiscoverReady; provided, however, that Dolan will not be required to provide any Services if the cost for any third party licenses, consents, permits or approvals necessary for Dolan to provide such Services exceeds the Fee Cap and DiscoverReady does not agree to bear such cost.</p> <p>DiscoverReady shall pay all applicable sales, use or other taxes incurred with respect to the sale, performance, provision or delivery of Services, excluding any tax based on Dolan’s or its employees’ income.</p> <p>DiscoverReady shall pay all Fees to Dolan on the first business day of the month in which the applicable Services shall be provided. All other Expenses shall be invoiced by Dolan to DiscoverReady and shall be paid on a net 30 basis.</p>
<i>Term:</i>	<p>Commencing on the Effective Date and ending on December 31, 2014 (the “<b>Term</b>”) unless such Term is earlier terminated, or extended, pursuant to the terms of TSA.</p> <p>To the extent the TSA has not been terminated pursuant to the terms of the “Termination” section below, DiscoverReady shall have the two one-time rights, upon sixty (60) days written notice to Dolan, to extend the term of the TSA by three (3) months.</p>

<i>Termination:</i>	DiscoverReady may terminate the TSA for any or no reason on sixty (60) days prior written notice. Either Party may terminate the TSA in the event of a material breach by the other party that is not cured within thirty (30) days following notice of such breach.
<i>Indemnification:</i>	The TSA will contain customary indemnification provisions.
<i>Intellectual Property:</i>	Except as otherwise expressly provided in the TSA, the parties will retain all rights to their respective IP rights, and no other license (other than to the extent necessary for the provision and receipt of the Services) or other right will be granted by either Party to its IP rights. Dolan will grant DiscoverReady a limited, non-exclusive, right and license in and to Dolan's IP rights but only to the extent necessary for, and solely for the provision and receipt of, Services which license will terminate upon the termination of the TSA (or the applicable Service for which such IP rights were needed).
<i>Confidentiality</i>	The TSA will contain customary confidentiality provisions.
<i>Limitation of Liability</i>	The TSA will contain customary provisions limiting Dolan's liability under the TSA.
<i>Damages Cap</i>	The TSA will contain a customary cap on damages to be paid by Dolan in the event of any liability of Dolan under the TSA.
<i>Independent Contractor:</i>	Dolan shall be treated as an independent contractor and nothing in the TSA shall be deemed to create a joint venture, partnership or any other relationship.
<i>Governing Law:</i>	Delaware

**SCHEDULE A****TRANSITION SERVICES and FEES**

<b>Transition Service</b>	<b>Monthly Transition Service Fee</b>
Accounting & Tax Staff Services	\$16,250.00
Accounting Software	3,435.00
Accounting Professional Fees	30,050.00
Human Resources Staff	11,700.00
Human Resources Professional Fees	1,025.00
Legal Staff (Including Attorney) Services	5,535.00
Healthcare	90,190.00
Business Insurance	36,600.00
Other (Bank Fees; Intranet; Internet)	5,550.00
<i>Total Monthly Transition Services (weekly \$46,231)</i>	\$200,335.00