



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

In re:)	Chapter 11
EI WIND DOWN, INC., <i>et al.</i> , ¹)	Case No. 14-10066 (BLS)
Debtors.)	Jointly Administered

**DISCLOSURE STATEMENT FOR THE DEBTORS' AMENDED JOINT PLAN OF
LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: October __, 2014

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: EI Wind Down, Inc. f/k/a Edgenet, Inc. (4977) and EHC Holding Wind Down Corp. f/k/a Edgenet Holding Corporation (4146).

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO CERTAIN HOLDERS OF CLAIMS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

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

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

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

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

THIS DISCLOSURE STATEMENT CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A AND SECTION 21E OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUCH STATEMENTS MAY CONTAIN WORDS SUCH AS "MAY," "WILL," "MIGHT," "EXPECT," "BELIEVE," "ANTICIPATE," "COULD," "WOULD," "ESTIMATE," "CONTINUE," "PURSUE," OR THE NEGATIVE THEREOF OR COMPARABLE TERMINOLOGY, AND MAY INCLUDE, WITHOUT LIMITATION, INFORMATION REGARDING THE DEBTORS' EXPECTATIONS WITH RESPECT TO FUTURE EVENTS. FORWARD-LOOKING STATEMENTS ARE INHERENTLY UNCERTAIN AND ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED IN THIS DISCLOSURE STATEMENT AND THE FORWARD-LOOKING STATEMENTS CONTAINED HEREIN. MAKING INVESTMENT DECISIONS BASED ON THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND/OR THE PLAN IS, THEREFORE, SPECULATIVE.

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

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR THE PLAN ADMINISTRATOR MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS (EXCEPT CLAIM NUMBER 20 FILED BY THE OWNERS REPRESENTATIVE AS SAME MAY BE AMENDED) AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED PLAN AND RELATED AMENDED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

CONFIRMATION AND CONSUMMATION OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED IN ARTICLE VII OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED OR, IF CONFIRMED, THAT SUCH MATERIAL CONDITIONS PRECEDENT WILL BE SATISFIED OR WAIVED. YOU ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY, INCLUDING BUT NOT LIMITED TO THE PLAN AND ARTICLE IX OF THIS DISCLOSURE STATEMENT ENTITLED "CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING," BEFORE SUBMITTING YOUR BALLOT TO VOTE TO ACCEPT OR REJECT THE PLAN.

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

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

THE DEBTORS, THE COMMITTEE AND THE OWNERS REPRESENTATIVE, AS THAT TERM IS DEFINED IN THE ACQUISITION AGREEMENT AND PLAN OF MERGER EXECUTED BY AND AMONG

EDGENET HOLDING CORPORATION, EDGENET ACQUISITION CORP., EDGENET, INC. AND CERTAIN OWNERS OF EDGENET, INC. DATED AS OF AUGUST 1, 2004, EACH SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED TO ACCEPT THE PLAN.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. INTRODUCTION	4
A. The Plan	4
B. The Sale Transaction	7
C. The Adequacy of this Disclosure Statement	8
ARTICLE II. TREATMENT OF CLAIMS AND INTERESTS.....	8
A. Class 1—Other Priority Claims	10
B. Class 2—LPL’s Secured Claim	10
C. Class 3—Seller Noteholder Claims	11
D. Class 4—General Unsecured Claims	11
E. Class 5—Section 510(b) Claims	11
F. Class 6—Equity Interests in Holdings	11
ARTICLE III. VOTING AND CONFIRMATION.....	12
A. Classes Entitled to Vote on the Plan	12
B. Votes Required for Acceptance by a Class	12
C. Certain Factors to Be Considered Prior to Voting	12
D. Classes Not Entitled to Vote on the Plan	13
E. Solicitation Procedures	13
F. Voting Procedures	14
G. Plan Objection Deadline	15
H. Confirmation Hearing	15
ARTICLE IV. BUSINESS DESCRIPTION	15
A. Corporate History	15
B. Products and Services	16
C. Employees.....	16
D. Directors and Officers.....	16
E. Prepetition Capital Structure.....	16
ARTICLE V. EVENTS LEADING TO THE CHAPTER 11 CASES	17
A. Strained Liquidity and Prepetition Sale Efforts	17
B. Lapse of the Seller Noteholder’s Security Interest	18
C. Re-Filing of the Seller Noteholders UCC-1	18
ARTICLE VI. EVENTS OF THE CHAPTER 11 CASES	18
A. First Day Pleadings and Other Case Matters	18
B. Claims Bar Date.....	19
C. The Avoidance Action.....	19
D. The Sale Process	20
ARTICLE VII. SUMMARY OF THE PLAN.....	21
A. Administrative Claims, Priority Tax Claims, Professional Fee Claims, and U.S. Trustee Statutory Fees	21
B. Classification, Treatment, and Voting of Claims and Interests.....	24
C. Means for Implementation of the Plan.....	27
D. Treatment of Executory Contracts and Unexpired Leases.....	32
E. Provisions Governing Distributions.....	35
F. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims and Interests	38
G. Settlement, Release, Injunction, and Related Provisions	39
H. Substantial Consummation of the Plan	43
I. Modification, Revocation, or Withdrawal of the Plan	44

J.	Retention of Jurisdiction	45
K.	Miscellaneous Provisions	47
ARTICLE VIII. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN		50
A.	Confirmation Hearing	50
B.	Confirmation Standards	51
C.	Alternative Plans	52
D.	Acceptance by Impaired Classes	52
E.	Confirmation Without Acceptance by All Impaired Classes	53
ARTICLE IX. CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING		54
A.	Risk Factors that May Affect Recoveries Available to Holders of Allowed Claims Under the Plan	54
B.	Certain Bankruptcy Law Considerations	55
C.	Disclosure Statement Disclaimer	57
D.	Liquidation Under Chapter 7	59
ARTICLE X. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES		59
A.	Certain United States Federal Income Tax Consequences to Holders of Allowed Claims	60
B.	Certain United States Federal Income Tax Consequences to the Debtors	62
ARTICLE XI. RECOMMENDATION OF THE DEBTORS		63

EXHIBITS

- EXHIBIT A Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code
- EXHIBIT B EdgeAQ Asset Purchase Agreement
- EXHIBIT C Table of Distribution to the Seller Noteholders
- EXHIBIT D Liquidation Analysis

**ARTICLE I.
INTRODUCTION**

This disclosure statement (this “Disclosure Statement”) provides information regarding the *Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”), which the Debtors are seeking to have confirmed by the Bankruptcy Court.¹ A copy of the Plan is attached hereto as Exhibit A. The rules of interpretation set forth in Article I of the Plan shall govern the interpretation of this Disclosure Statement.

Each of the Debtors’ boards of managers or directors, sole member, or sole shareholder has approved the Plan and believes the Plan is in the best interests of the Debtors’ Estates. As such, the Debtors recommend that all Holders of Claims entitled to vote accept the Plan by returning their ballots (each, a “Ballot”) so as to be actually received by the Notice and Claims Agent no later than [DATE], 2014, at [TIME] p.m. (prevailing Eastern Time). The Committee and the Owners Representative likewise recommend that all Holders of Claims entitled to vote, vote to accept the Plan. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court’s approval of the Plan at the Confirmation Hearing.

BACKGROUND

In 2004, Liberty Partners Holdings 44, L.L.C. (“Liberty Partners”) formed Edgenet Holding Corporation (“Holdings”) and through a reverse triangular merger (the “Merger”) acquired all of the equity interests of EdgeNet, Inc. Subsequent to the sale, EdgeNet, Inc. changed its name to Edgenet, Inc. (“Edgenet Inc.”). For the purposes hereof, both EdgeNet, Inc. and Edgenet, Inc. are referred to as Edgenet, Inc. To finance the Merger, Liberty Partners Lenders LLC (“LPL”, and, with its affiliates, including Liberty Partners, collectively, “Liberty”) loaned Holdings approximately \$40 million in exchange for a blanket security interest in and to all of the Debtors’ assets.

In addition to the \$40 million loan from LPL, certain former owners of Edgenet, Inc. also took back \$20 million in subordinated promissory notes (the “Seller Notes”). To secure repayment of the Seller Notes, each of the Debtors executed a subordinated security agreement dated as of September 21, 2004 (the “Seller Note Security Agreement”) with the then Owners Representative (as that term is defined in the Acquisition Agreement and Plan of Merger executed by and among, Holding, Edgenet Acquisition Corp., EdgeNet, Inc. and certain owners of Edgenet, Inc. dated as of August 1, 2004 and executed as part of the acquisition). The Seller Note Security Agreement granted holders of the Seller Notes (the “Seller Noteholders”) a security interest (the “Seller Note Security Interest”) in and to the annual licensing fees paid or payable to Edgenet, Inc. pursuant to certain software license agreements (the “Software Licensing Fees”), as well as Accounts, Contract Rights, General Intangibles and Proceeds (each as defined in the Seller Note Security Agreement) with respect to the Software Licensing Fees (collectively, the “Seller Note Collateral”).

On or about the time of the execution of the Seller Note Security Agreement, a UCC-1 financing statement (the “2004 UCC-1”) was filed on behalf of the then Owners Representative perfecting the Seller Note Security Interest granted under the Seller Note Security Agreement. No continuation statement was filed within 5 years of the 2004 UCC-1, which the Debtors’ assert (and the Owners Representative disputes) was necessary to maintain the perfection of the Seller Note Security Interest. However, on October 18, 2013, the Owners Representative filed a second UCC-1 financing statement (the “2013 UCC-1”), re-perfecting the Seller Note Security Interest and, in the Debtors’ view, ultimately leading to the filing of these Chapter 11 Cases. Shortly after the Petition Date, the Debtors filed a complaint against Ernest Han-Ping Wu as the current Owners Representative seeking, inter alia, a determination that the 2013 UCC-1 and the corresponding re-perfected Seller Note Security Interest was an avoidable preference. The impact of this action, if successfully prosecuted by the Debtors, would be to render the Seller Note Security Interest granted under the Seller Note Security Agreement unperfected, meaning that the Seller Noteholders would hold unsecured, rather than secured, claims. The Owners Representative filed an answer denying essential elements of the complaint and defended the action vigorously.

¹ Unless otherwise specified herein, all capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Plan.

In March, 2014, the Office of the United States Trustee appointed an official committee of note holders (the "Committee") which was charged with the responsibility of representing the Seller Noteholders in these Chapter 11 Cases in conjunction with the Owners Representative. While the tasks of the Committee and the Owners Representative were separate, each was integrally involved with the representation of the best interests of the Seller Noteholders.

Given the conflicting interests of the Seller Noteholders and LPL, each asserting that they are entitled to a Secured Claim, these Chapter 11 Cases were careening towards substantial, costly litigation. However, the Owners Representative, the Committee, LPL and the Debtors (together the "Negotiating Parties") decided that an amicable resolution was in the best interests of all concerned. As a result, over the course of several months, many meetings, numerous phone calls and multiple exchanges of points, counterpoints, offers and counter offers, an arms' length settlement was finally achieved. The settlement (the "Global Plan Settlement") was set forth in a Term Sheet which formed the basis of the Plan, and a Plan Support Agreement ("PSA") which set forth the Negotiating Parties' obligations to support the Plan.

The general terms of the Global Plan Settlement, in all respects subject to the full and complete language of the Plan:

1. LPL shall reduce its secured claim by \$1.34 million dollars, which sum will be paid by the Debtors, on the Effective Date to a segregated account held by Committee co-counsel (Cooley LLP). These funds will be used to pay the Allowed Seller Noteholder Claims on a pro rata basis, the Seller Noteholder Professionals and reimburse certain expenses incurred by the Owners Representative (subject to Bankruptcy Court approval in amounts identified below).
 - On account of fees and expenses incurred in connection with representing the Committee through and including the Effective Date, Cooley LLP and Morris James LLP will collectively be paid \$260,000, to be split pro rata between the two firms based on the total accrued fees for each firm as of the Effective Date. As of September 30, 2014, Cooley LLP had accrued approximately \$340,000 in fees and expenses, and Morris James LLP had accrued approximately \$135,000 in fees and expenses. Fees and expenses continue to accrue after September 30, 2014.
 - Separate and apart from the payment identified immediately above, Seller Noteholders Davis Carr, Timothy Choate and Fred Marxer will collectively be reimbursed a total of \$39,139.67 (\$13,046.55 to each of Messrs. Choate and Marxer and \$13,046.57 to Mr. Carr), which represents amounts such Seller Noteholder paid to Morris James LLP on account of fees and expenses incurred in connection with efforts to appoint the Committee.
 - After payment of the amounts indicated above, Cooley LLP will transfer the remaining funds to the Owners Representative or his designee to make the following distributions. The Owners Representative will be reimbursed a total of \$225,000, which represents amounts paid by the Owners Representative and certain other Seller Noteholders (Timothy Choate, Albert Wu, Karen Wu, James Wu Robert Neal and James Robert Hendrick) to Cross & Simon, LLC and Bone McAllester Norton PLLC. As of September 30, 2014, the Owners Representative, Timothy Choate, Albert Wu, Karen Wu, James Wu, Robert Neal and James Robert Hendrick had accrued approximately \$135,000 on account of fees and expenses of Cross & Simon, LLC and approximately \$100,000 on account of fees and expenses of Bone McAllester Norton PLLC. Fees and expenses continue to accrue after September 30, 2014.

Accordingly, from the Liberty Contribution, a total of \$525,000 will be paid on account of Seller Noteholder Professional Fees and reimbursed to the Owners Representative (subject to Bankruptcy Court approval), in full and final satisfaction of all Professional Fees accrued by the Seller Noteholder Professionals and the Owners

Representative for or on behalf of the Seller Noteholders or the Owners Representative, respectively, in these Chapter 11 Cases, leaving \$815,000 to be paid on account of Seller Noteholder Claims. Assuming that Allowed Seller Noteholder Claims collectively aggregate \$18,401,287.65, the Plan provides for a recovery of approximately 4.4% on account of the Allowed Seller Noteholder Claims. A summary of the anticipated distribution to each Seller Noteholder is set forth on Exhibit C attached hereto.

2. By operation of the Plan reaching an Effective Date, (a) the Debtors release the Seller Noteholders and Liberty and their respective representatives from any and all claims, (b) the Seller Noteholders release Liberty and the Debtors and their respective representatives from any and all claims, and (c) Liberty releases the Debtors and the Seller Noteholders and their respective representatives from any and all claims. To be clear, the Seller Noteholders are not releasing the Owners Representative from any claims and the Owners Representative is retaining his rights to seek indemnification and contribution for any claims asserted against him by any of the Seller Noteholders.
3. The Wu Adversary Proceeding will be dismissed with prejudice.
4. LPL will receive the remaining funds in the Debtors' estates after payment of all Allowed Administrative and Priority Claims.
5. The Plan will not reach an Effective Date unless certain conditions precedent occur. One such condition precedent is that no Seller Noteholder votes against the Plan or opts out of the Seller Noteholder Release described in the Plan.

The Negotiating Parties believe the Global Plan Settlement reached maximizes the return to all Negotiating Parties and is in their respective best interests.

A. *The Plan*

As more fully described below, the Debtors filed for chapter 11 bankruptcy protection on the Petition Date. The purpose of a chapter 11 bankruptcy case is to resolve the affairs of a debtor and distribute the proceeds of the debtor's estate pursuant to a confirmed chapter 11 plan. To that end, the Debtors filed the Plan, the terms of which are more fully described herein, on October 6, 2014. The Plan incorporates the Global Plan Settlement and contemplates a liquidation of each of the Debtors and their Estates and is therefore referred to as a "plan of liquidation." The primary objective of the Plan is to maximize the value of recoveries to all Holders of Allowed Claims and Allowed Interests and to distribute all property of the Estates that is or becomes available for distribution generally in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that the Plan accomplishes this objective and is in the best interest of the Estates and therefore seek to confirm the Plan. Generally speaking, the Plan: (a) provides for the full and final resolution of certain funded debt obligations; (b) appoints a Plan Administrator to wind down the Debtors' businesses and affairs and administer certain Administrative Claims and Priority Claims; and (c) unless otherwise agreed, provides for 100% recoveries for Holders of Allowed Administrative Claims, Priority Tax Claims, and Other Priority Claims. The Debtors believe that Confirmation of the Plan will avoid the lengthy delay and significant cost of liquidation under chapter 7 of the Bankruptcy Code.

The Plan classifies Holders of Claims and Interests according to the type of the Holder's Claim or Interest, as more fully described below. Only those Holders of Claims in Class 2 (LPL's Secured Claim) and Class 3 (Seller Noteholder Claims) are entitled to vote to accept or reject the Plan.

As set forth above, the Negotiating Parties resolved their disputes through the Global Plan Settlement which has led to the filing of the Plan. Pursuant to the terms of the PSA, the Debtors filed a motion with the Court seeking approval of the PSA, and the Global Plan Settlement contained therein, as well as authorization to transfer to LPL \$5 million in Cash from the Debtors' estates (the "Liberty Paydown"). The PSA and the Liberty Paydown were both approved by the Bankruptcy Court on September 29, 2014. Shortly thereafter, the Debtors wire transferred \$5 million to LPL on account of their Allowed Class 2 Secured Claim. For the avoidance of doubt, Cash Proceeds received on account of the Sale Transaction were not used to fund the Liberty Paydown. Following

confirmation of the Plan and the Effective Date of the Plan being reached, LPL will then receive Cash in the Debtors' Estates less the Liberty Contribution and the Plan Administrator Escrow Amount.

As part of the Global Plan Settlement, the Debtors have agreed on the Effective Date to transfer the Liberty Contribution (i.e., \$1.34 million in Cash) to a segregated account to be held at Cooley LLP. These funds shall be used to pay the Seller Noteholder Professionals, as set forth above with the remaining funds to be transferred to the Owners Representative or his designee in order to reimburse the Owners Representative and Timothy Choate, Albert Wu, Karen Wu, James Wu, Robert Neal and James Robert Hendrick for funds already expended by them for their counsel (subject to Bankruptcy Court approval in amounts identified below) and then the Allowed Seller Noteholder Claims on a pro rate basis. The funds held by Cooley LLP shall be used to pay the following:

- On account of fees and expenses incurred in connection with representing the Committee through and including the Effective Date, Cooley LLP and Morris James LLP shall collectively be paid \$260,000 to be divided pro rata between them based on the total amounts accrued by each firm as of the Effective Date. As of September 30, 2014, Cooley LLP had accrued approximately \$340,000 in fees and expenses, and Morris James, LLP had accrued approximately \$135,000 in fees and expenses. Approval of amounts sought by Cooley LLP and Morris James LLP incurred in connection with representing the Committee through and including the Effective Date shall be sought by way of fee application. Fees and expenses continue to accrue after September 30, 2014.
- Separate and apart from the payment identified immediately above, Seller Noteholders Davis Carr, Timothy Choate and Fred Marxer will collectively be reimbursed a total of \$39,139.67 (\$13,046.55 to each of Messrs. Choate and Marxer and \$13,046.57 to Mr. Carr), which represents amounts such Seller Noteholder paid to Morris James LLP on account of fees and expenses incurred in connection with efforts to appoint the Committee.
- The Owners Representative shall be reimbursed a total of \$225,000 which represents a portion of the amount paid by the Owners Representative and certain of the other Seller Noteholders to Cross & Simon, LLC and Bone McAllester Norton PLLC. As of September 30, 2014, the Owners Representative had accrued to Cross & Simon, LLC the sum of approximately \$135,000 on account of fees and expenses and the sum of approximately \$100,000 to Bone McAllester Norton PLLC on account of fees and expenses. Fees and expenses continue to accrue after September 30, 2014.

Accordingly, from the Liberty Contribution, a total of \$525,000 shall be paid on account of Seller Noteholder Professional Fees and to reimburse fees and expenses incurred by the Owners Representative in his capacity as such (subject to Bankruptcy Court approval), leaving \$815,000 to be paid on account of Seller Noteholder Claims. In addition, as part of the Global Plan Settlement, and in exchange for the Owners Representative's support of the Plan, the Debtors agreed to dismiss the Wu Adversary Proceeding.

B. *The Sale Transaction*

A key component of the Debtors' Plan and liquidation thereunder was consummation of the Sale Transaction. The Debtors made substantial efforts pre- and post-petition to conduct a full and fair sale process, contacting over 125 potential purchasers and/or merger partners and entering into 51 nondisclosure agreements ("NDAs") with potential bidders. The Debtors' efforts culminated in the Debtors entering into the Sale Transaction, as more fully described in Article VI, which provided over \$7.5 million in value (after payment of the break-up fee and expense reimbursement to the stalking horse bidder) to the Debtors' Estates, the net proceeds of which are to be used to fund the distributions provided under the Plan.

C. *The Adequacy of this Disclosure Statement*

Before soliciting acceptances of a proposed plan, section 1125 of the Bankruptcy Code requires a plan proponent to prepare a written disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of a chapter 11 plan. The Debtors submit this Disclosure Statement in accordance with such requirements. This Disclosure Statement includes, without limitation, information about:

- the Debtors' corporate history and structure, business operations, and prepetition capital structure and indebtedness (Article IV hereof);
- the events leading to the Chapter 11 Cases (Article V hereof);
- the significant pleadings Filed in the Chapter 11 Cases and certain relief granted by the Bankruptcy Court in connection therewith (Article VI hereof);
- the classification and treatment of Claims and Interests under the Plan, including the Holders of Claims entitled to vote and the procedures for voting on the Plan (Articles II and VII hereof);
- the method of distribution of any recoveries that may be available to certain Holders of Claims pursuant to the Plan, the process for resolving Disputed Claims, and other significant aspects of the Plan (Article VII hereof);
- the releases contemplated by the Plan that are integral to the overall settlement of Claims pursuant to the Plan (Article VII hereof);
- the statutory requirements for confirming the Plan (Article VIII hereof);
- certain risk factors that Holders of Claims should consider before voting to accept or reject the Plan and information regarding alternatives to Confirmation of the Plan (Article IX hereof); and
- certain United States federal income tax consequences of the Plan (Article X hereof).

In light of the foregoing, the Debtors believe that this Disclosure Statement contains "adequate information" to enable a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code.

The Plan and all documents to be executed, delivered, assumed, and/or performed in connection with the Consummation of the Plan are subject to revision and modification from time to time prior to the Effective Date (subject to the terms of the Plan).

**ARTICLE II.
TREATMENT OF CLAIMS AND INTERESTS**

As set forth in Article III of the Plan and in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code, all Claims and Interests (other than Administrative Claims, Professional Fee Claims, and Priority Tax Claims which are unclassified Claims under the Plan) are classified into Classes for all purposes, including voting, Confirmation, and distributions pursuant to the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The table below summarizes the treatment of all unclassified Claims under the Plan. The treatment and projected recoveries of unclassified Claims are described in summary form below for illustrative purposes only. To

the extent that any inconsistency exists between the summary contained in this Disclosure Statement and the Plan, the terms of the Plan shall govern.

Unclassified Claim	Plan Treatment	Estimated Amount of Allowed Claims	Projected Plan Recovery
Administrative Claims	Unimpaired	\$0	100%
Professional Fee Claims ²	Unimpaired	\$850,000	100% (unless otherwise agreed)
Priority Tax Claims	Unimpaired	\$10,000	100%

The table below summarizes the classification and treatment of all classified Claims and Interests under the Plan.

The classification, treatment, and projected recoveries of classified Claims are described in summary form below for illustrative purposes only and are subject to material change. *Additionally, recoveries available to Holders of Claims are estimates and actual recoveries may materially differ based on, among other things, whether the amount of Claims actually Allowed exceed the estimates provided below. In such an instance, the recoveries available to Holders of Allowed Claims could be materially lower when compared to the estimates provided below. To the extent that any inconsistency exists between the summaries contained in this Disclosure Statement and the Plan, the terms of the Plan shall govern.*

Class	Claim or Interest	Plan Treatment	Voting Rights	Estimated Amount of Allowed Claims or Interests	Plan Recovery
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)	\$10,000	100%
2	LPL's Secured Claim	Impaired	Entitled to Vote	\$80,000,000	1.25%
3	Seller Noteholder Claims	Impaired	Entitled to Vote	\$18,400,000	4.4%

² The Professional Fee Claims (which does not include the Seller Noteholder Professional Fee Claims or the Owners Representative's Reimbursement Claim) set forth herein and in the Plan constitute the estimated Professional Fee Claims that remain unpaid or that have not been funded into the applicable Professional Fee Escrow as of a hypothetical Effective Date occurring on December 15, 2014. This estimate is nonbinding and subject to material revision in all respects.

Class	Claim or Interest	Plan Treatment	Voting Rights	Estimated Amount of Allowed Claims or Interests	Plan Recovery
4	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)	\$600,000	0%
5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)	\$0	0%
6	Equity Interests in Debtors	Impaired	Not Entitled to Vote (Deemed to Reject)	51,684,613 shares common stock; 29,950 shares preferred a; 18,000 shares preferred b; 15,312 shares preferred c	0%

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agree to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, and release of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

For clarity, it should be noted that the sole creditors of EHC Holding Wind Down Corp. are the Seller Note Holders and the assets of EHC Wind Down Corp consist of a few trade names also sold to EdgeAQ. It is clear that the vast majority of the assets owned by the Debtors and sold to EdgeAQ were owned by EI Wind Down, Inc.

A. *Class 1—Other Priority Claims*

1. *Classification:* Class 1 consists of any Other Priority Claims against any Debtor.
2. *Treatment:* Each Holder of an Allowed Class 1 Claim shall be paid in full, in Cash on account of such Allowed Class 1 Claim.
3. *Voting:* Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are 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.

B. *Class 2—LPL's Secured Claim*

1. *Classification:* Class 2 consists of LPL's Secured Claim.
2. *Treatment:* LPL shall receive all Cash in the Debtors' estates less the Liberty Contribution and amounts used to fund the Plan Administrator Escrow, the Priority Claims Reserve and the Professional Fee Escrow. For the avoidance of doubt, LPL's Secured Claim shall be reduced, on a dollar-for-dollar basis, by payment of (a) all Allowed Administrative Claims (other than the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim); (b) all Allowed Professional Fee Claims in accordance with paragraphs 12(c) and 20 of the Final Cash Collateral Order (other than the Allowed Seller Noteholder

Professional Fee Claims and the Owners Representative Reimbursement Claim); (c) Priority Tax Claims; (d) Other Priority Claims; and (e) U.S. Trustee Fees. For further avoidance of doubt, LPL shall receive all Cash remaining in the Priority Claims Reserve, the Professional Fee Escrow and the Plan Administrator Escrow after payment of all obligations in full required to be paid from same.

3. *Voting:* Class 2 is Impaired. As such, LPL is entitled to vote to accept or reject the Plan.

C. *Class 3—Seller Noteholder Claims*

1. *Classification:* Class 3 consists of the Seller Noteholder Claims.
2. *Treatment:* Each Holder of an Allowed Class 3 Claim shall receive a *pro rata* share, based on the total amount by value of Allowed Seller Noteholder Claims, of the remainder of the Liberty Contribution after holdback for payment of the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim (in such amounts as agreed among such entities, the Committee and the Owners Representative, as more fully set forth in Article II.A of the Plan). Attached hereto as Exhibit C is a chart detailing the distribution to each Seller Noteholder.
3. *Voting:* Class 3 is Impaired. Holders of Allowed Class 3 Claims are entitled to vote to accept or reject the Plan.

D. *Class 4—General Unsecured Claims*

1. *Classification:* Class 4 consists of all General Unsecured Claims against any Debtor.
2. *Treatment:* Each Holder of an Allowed Class 4 Claim shall receive no distribution under the Plan. For the avoidance of doubt, holders of General Unsecured Claims shall not be entitled to be paid from the Liberty Contribution.
3. *Voting:* Class 4 is Impaired. Holders of Claims in Class 4 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

E. *Class 5—Section 510(b) Claims*

1. *Classification:* Class 5 consists of all Section 510(b) Claims.
2. *Treatment:* Each Holder of an Allowed Class 5 Claim shall receive no distribution under the Plan. For the avoidance of doubt, Section 510(b) Claims shall not be entitled to be paid from the Liberty Contribution.
3. *Voting:* Class 5 is Impaired. Holders of Claims in Class 5 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

F. *Class 6—Equity Interests in Debtors*

1. *Classification:* Class 6 consists of all holders of equity interests in the Debtors
2. *Treatment:* Each Holder of an Allowed Class 6 Interests shall receive no distribution under the Plan. For the avoidance of doubt, holders of Allowed Class 6 Interests shall not be entitled to be paid from the Liberty Contribution. Equity interests in the Debtors shall be discharged, cancelled, released, and extinguished as of the Effective Date.

3. *Voting*: Class 6 is Impaired. Holders of Interests in Class 6 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

**ARTICLE III.
VOTING AND CONFIRMATION**

On October 6, 2014, the Debtors Filed a motion [Docket No. [404] seeking entry of a proposed Disclosure Statement Order. On [DATE], 2014, the Bankruptcy Court entered the Disclosure Statement Order [Docket No. []].

A. Classes Entitled to Vote on the Plan

The following Classes are the only Classes entitled to vote to accept or reject the Plan (the “*Voting Classes*”):

Class	Claim	Status
2	LPL’s Secured Claim	Impaired
3	Seller Noteholder Claims	Impaired

If your Claim or Interest is not included in one of the Voting Classes, you are not entitled to vote and you will not receive a Solicitation Package or a Ballot. If your Claim or Interest is included in one of the Voting Classes, you should read your Ballot and carefully follow the instructions set forth therein. Please use only the Ballot that accompanies this Disclosure Statement or the Ballot that the Debtors, or the Notice and Claims Agent on behalf of the Debtors, otherwise provide to you.

B. Votes Required for Acceptance by a Class

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Each Class of Claims entitled to vote on the Plan will have accepted the Plan if: (a) the Holders of at least two-thirds in dollar amount of the Claims actually voting in each Class vote to accept the Plan; and (b) the Holders of more than one-half in number of the Claims actually voting in each Class vote to accept the Plan.

C. Certain Factors to Be Considered Prior to Voting

There are a variety of factors that all holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan, including:

- the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and this Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;
- the Debtors may request Confirmation without the acceptance of all Impaired Classes entitled to vote in accordance with section 1129(b) of the Bankruptcy Code; and

- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims or Professional Fee Claims.

While these factors could affect distributions available to Holders of Allowed Claims under the Plan, the occurrence or impact of such factors will not necessarily affect the validity of the vote of Holders within the Voting Classes or necessarily require a re-solicitation of the votes of Holders of Claims in such Voting Classes.

For a further discussion of risk factors, please refer to Article IX hereof, entitled “Certain Risk Factors to be Considered Before Voting.”

D. *Classes Not Entitled to Vote on the Plan*

Under the Bankruptcy Code, holders of claims and interests are not entitled to vote if their contractual rights are unimpaired by the proposed plan, in which case they are conclusively presumed to accept the proposed plan, or if they will receive no property under the plan, in which case they are deemed to reject the proposed plan. Accordingly, the following Classes of Claims and Interests are not entitled to vote to accept or reject the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Presumed to Accept
4	General Unsecured Claims	Impaired	Deemed to Reject
5	Section 510(b) Claims	Impaired	Deemed to Reject
6	Equity Interests in Debtors	Impaired	Deemed to Reject

E. *Solicitation Procedures*

1. *Solicitation Agent*

The Debtors retained Phase Eleven Consultants LLC (“*Phase Eleven*”)—the Notice and Claims Agent—to act, among other things, as the solicitation agent in connection with the solicitation of votes to accept or reject the Plan.

2. *Solicitation Package*

Pursuant to the Disclosure Statement Order, Holders of Claims who are entitled to vote to accept or reject the Plan as of October 27, 2014 (the “*Voting Record Date*”), will receive appropriate solicitation materials (the “*Solicitation Package*”), which will include the following:

- the appropriate Ballot(s) and applicable voting instructions, together with a pre-addressed, postage pre-paid return envelope; and
- this Disclosure Statement and all exhibits hereto, including the Plan.

3. *Distribution of the Solicitation Package and Plan Supplement*

The Debtors will cause Phase Eleven to distribute the Solicitation Packages to Holders of Claims in the Voting Classes on or before October 31, 2014, which will be at least 28 days before the Voting Deadline (*i.e.*, November 28, 2014).

The Solicitation Package (except for the Ballots) may also be obtained: (a) from Phase Eleven by (i) visiting <http://www.phaseeleven.com/edgenet>; (ii) writing to PhaseEleven Consultants, 212 W. Van Buren Street, Suite 200, Chicago, IL 60607 or (iii) calling (877)943-2233; or (b) for a fee via PACER (except for Ballots) at <http://www.deb.uscourts.gov>.

As described above, certain Holders of Claims may not be entitled to vote because they are Unimpaired or are otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code. In addition, certain Holders of Claims and Interests may be Impaired but are receiving no distribution under the Plan, and are therefore deemed to reject the Plan and are not entitled to vote. Such Holders will receive only the Confirmation Hearing Notice and a non-voting status notice. The Debtors are only distributing a Solicitation Package, including this Disclosure Statement and a Ballot to be used for voting to accept or reject the Plan, to the Holders of Claims or Interests entitled to vote to accept or reject the Plan as of the Voting Record Date.

F. *Voting Procedures*

If, as of the Voting Record Date, you are a Holder of a Claim in Class 2 or Class 3—the Voting Classes—you may vote to accept or reject the Plan in accordance with the Solicitation Procedures by completing the Ballot and returning it in the envelope provided. If your Claim or Interest is not included in one of the Voting Classes, you are not entitled to vote and you will not receive a Solicitation Package. Except as otherwise set forth herein, the Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' creditors and other parties in interest.

1. *Voting Deadline*

The Disclosure Statement Order established a deadline to vote on the Plan of November 28, 2014, at 5:00 p.m., prevailing Eastern Time (the "Voting Deadline"). To be counted as a vote to accept or reject the Plan, a Ballot must be properly executed, completed, and delivered, whether by first class mail, overnight delivery, or personal delivery, so that the Ballot is actually received by Phase Eleven no later than the Voting Deadline.

2. *Voting Instructions*

As described above, the Debtors have retained Phase Eleven to serve as the solicitation agent for purposes of the Plan. Phase Eleven is available to answer questions, provide additional copies of all materials, oversee the voting process, and process and tabulate Ballots for each Class entitled to vote to accept or reject the Plan.

BALLOTS
<p>To be counted, all Ballots must be <u>actually received</u> by Phase Eleven by the Voting Deadline, which is November 28, 2014, at 5:00 p.m., prevailing Eastern Time, at the following address:</p> <p style="margin-left: 40px;">PhaseEleven Consultants 212 W. Van Buren Street, Suite 200 Chicago, IL 60607</p> <p>If you have any questions on the procedure for voting on the Plan, please call the Debtors' restructuring hotline maintained by Phase Eleven at:</p> <p style="margin-left: 40px;">(877) 943-2233</p>

More detailed instructions regarding the procedures for voting on the Plan are contained on the Ballots distributed to Holders of Claims that are entitled to vote to accept or reject the Plan. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first class mail, in the return envelope provided with each Ballot; (b) overnight delivery; or (c) personal delivery, so that the Ballots are actually received by Phase Eleven no later than the Voting Deadline at the return address set forth in the applicable Ballot. Any Ballot that is properly executed by the Holder of a Claim entitled to vote that does not clearly indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted. Ballots received by facsimile or by electronic means will not be counted.

Each Holder of a Claim entitled to vote to accept or reject the Plan may cast only one Ballot for each Claim held by such Holder. By signing and returning a Ballot, each Holder of a Claim entitled to vote will certify to the Bankruptcy Court and the Debtors that no other Ballots with respect to such Claim have been cast or, if any other Ballots have been cast with respect to such Claim, such earlier Ballots are superseded and revoked.

All Ballots will be accompanied by postage prepaid return envelopes. It is important to follow the specific instructions provided on each Ballot, as failing to do so may result in your Ballot not being counted.

G. *Plan Objection Deadline*

The Disclosure Statement Order established December 1, 2014, at 4:00 p.m., prevailing Eastern Time, as the deadline to object to Confirmation of the Plan (the "***Plan Objection Deadline***"). All objections to the Plan must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the Disclosure Statement Order so that they are **actually received** on or before the Plan Objection Deadline.

H. *Confirmation Hearing*

Assuming the requisite acceptances are obtained for the Plan, the Debtors intend to seek Confirmation of the Plan at the Confirmation Hearing. The Disclosure Statement Order scheduled the Confirmation Hearing to commence on December 9, 2014, at 12:00 p.m., prevailing Eastern Time, before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, Sixth Floor, Courtroom No. 1 of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served on the entities who have Filed objections to the Plan, without further notice to other parties in interest. The Bankruptcy Court, in its discretion and before the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. The Plan may be modified, if necessary, before, during, or as a result of the Confirmation Hearing, without further notice to parties in interest, unless otherwise ordered by the Court.

**ARTICLE IV.
BUSINESS DESCRIPTION**

A. *Corporate History*

The Debtors were founded in 1995 and offers cloud-based applications and services that enables their retail customers to sell more products and services with greater ease across multiple channels and devices. The solutions offered by the Debtors to its customers featured content, guide, catalog, configuration, and engineering offerings to allow customers to sell products and services on mobile, web, and in-store platforms. Its solutions allowed customers to address the ever increasing demand by consumers for credible shopping experiences that delivered detailed information and relevant knowledge in intuitive ways to identify, research, and purchase products and services.

In 2004, the newly formed Holdings purchased all of the equity interests of Edgenet, Inc. through a reverse triangular merger (the "***Merger***"). The Merger was financed primarily by a \$40 million loan from LPL, as well as approximately \$20 million in Seller Notes issued by the Debtors to the Seller Noteholders.

B. *Products and Services*

1. Content Services. The Debtors' "Ezeedata" branded content solutions featured state-of-the-art applications, product knowledge, services and technologies for creating, collecting, enhancing, scoring, assembling, managing, distributing and licensing product content. These solutions offered customers the benefit of better product content immediately paired with a menu of one time and recurring services for the ongoing improvement and management of that content. Guides allowed subject matter experts (authors) without programming skills to create structured and branded shopping experiences that leveraged the Debtors' content assets.

2. Guided Selling. The Debtors' guided selling offering m2o, was an industry-leading catalog based system that generated over \$12 billion in configurable hardlines product and service quotes in 2012. In 2013 the Debtors upgraded their configuration solutions to support mobile devices and cloud based deployments. The configuration solution was built around a simple question and answer approach. Questions could be selected in any order and answers changed at any time to create an intuitive and dynamic shopping and specification experience around needs, preferences, uses and features. Relevant product information and knowledge was contained in catalogs that could be built, managed and deployed by product and business experts without any programming skills.

C. *Employees*

As of the Petition Date, the Debtors employed approximately 80 full-time employees (the "Employees") spread across their three business locations in Waukesha, WI, Brentwood, TN, and their main office in Atlanta, GA. In conjunction with the Sale Transaction, EdgeAQ hired most of the Employees and assumed many of the executory contracts to which the Debtors were a party and the liabilities thereunder. As of the filing of this Disclosure Statement, the Debtors had only one employee.

D. *Directors and Officers*

As of the Petition Date, the Debtors' officers included: (a) Juliet Reising, Chief Financial Officer and (b) Tom Frederick, Chief Executive Officer. Additionally, the members of the Debtors board of directors included: Mike Fram of Liberty, Thomas Greig of Liberty, Richard Cook (outside director), Jim Smith (outside director) and Tom Frederick. As of the filing of this Disclosure Statement, the Debtors have one officer, Juliet Reising, who serves as Chief Financial Officer tasked with overseeing the Debtors' wind-down efforts.

The Debtors maintain director and officer insurance policies (the "D&O Policies"). The D&O Policies shall remain in effect for coverage to the directors and officers of the Debtors for "Loss" arising from claims made against such directors and officers alleging any "Wrongful Act," except when and to the extent that the Debtors have indemnified such directors and officers, to reimburse the Debtors where the companies indemnify their directors and/or officers for claims that are otherwise covered under the D&O Policies and to reimburse the Debtors for claims made directly against the Debtors alleging any "Wrongful Act."

E. *Prepetition Capital Structure*

As of the Petition Date, the Debtors' consolidated long-term debt obligations totaled approximately \$104 million and consisted of the LPL Notes and Seller Notes. As of the Petition Date, the Debtors' funded debt obligations were:

Debt Obligation	Amount Outstanding (approximately)
LPL Notes	\$ 85,000,000
Seller Notes	\$ 18,400,000
Total:	\$ 103,400,000

1. *The Liberty Notes*

In conjunction with the Merger, LPL loaned Holdings approximately \$40 million in financing to purchase all of the equity interests in Edgenet, Inc. Over the course of the next several years, the Debtors continued to borrow sums from LPL to fund their daily operations (collectively, the "LPL Loans"). In each instance, the Debtors issued a secured promissory note to LPL (the "LPL Notes"). While certain loans were repaid over time from additional funds borrowed from LPL, LPL's principal indebtedness consists of loans made to or refinanced in 2008 (approximately \$22 million), 2010 (approximately \$11 million), and 2011 (approximately \$20 million). Interest on the LPL Notes accrues at 10% per annum, and obligations under the LPL Loans are set to mature on December 31, 2014.

In conjunction with each of the LPL Notes, the Debtors entered into a security agreement (collectively, the "LPL Security Agreements"), which in each instance granted LPL a first-priority security interest in and to substantially all of the assets of the Debtors (the "LPL Security Interest"). The Owners Representative disputes that LPL was granted a first-priority security interest in and to the assets which were pledged to the Owners Representative as collateral.

Unfortunately, in October 2013, the Debtors failed to make a \$16 million interest payment to LPL and thereby triggered a default under the LPL Notes. Given their financial difficulties, the Debtors, in conjunction with LPL, began exploring and taking steps towards a potential sale of the Debtors. As described in more detail below, the Debtors were unable to consummate a sale transaction prior to the commencement of these Chapter 11 Cases. As of the Petition Date, the Debtors owed to LPL approximately \$85 million, comprised of in excess of \$53 million in principal indebtedness and approximately \$32 million in accrued and unpaid interest.

2. *The Seller Notes*

As described above, in conjunction with the Merger the Debtors issued approximately \$20 million in Seller Notes to the Seller Noteholders in exchange for their respective equity interests. Interest on the Seller Notes accrues at 8.0% per annum on a quarterly basis. Since 2004, all quarterly interest payments due under the Seller Notes were paid through the payment for the quarter ending September 30, 2013. In addition, approximately \$2 million in principal payments have been made on account of the Seller Notes. The remaining \$18 million in outstanding principal owed to the Seller Noteholders came due September 21, 2014 during the pendency of these Chapter 11 Cases.

Repayment of the Seller Notes is secured by the Seller Noteholder Security Interest in the Seller Note Collateral. As discussed in more detail in Article V and VI, stemming from the lapse of the Seller Noteholder Security Interest in 2009 and the Owners Representative's filing of the 2013 UCC-1, the status of the Seller Noteholder's Claim, either as secured or unsecured, is one of the central contested issues in these Chapter 11 Cases.

**ARTICLE V.
EVENTS LEADING TO THE CHAPTER 11 CASES**

A. *Strained Liquidity and Prepetition Sale Efforts*

Throughout the course of their history, the Debtors faced significant liquidity issues due in part to stagnant sales and limited growth, especially in the Debtors' guided selling business. As a result, the Debtors never generated funds sufficient to allow them to fully service their secured debt and were forced to continuously negotiate refinancings with LPL. Ultimately, the Debtors failed to make interest payments to LPL in the fall and winter of 2013, thereby triggering a default under the terms of the loan agreements.

Given their liquidity issues, in February 2013, the Debtors first began exploring certain strategic alternatives, including a potential asset sale, in order to preserve jobs for many Edgenet, Inc. employees and to maximize value for all interested parties. The Debtors hired JMP Securities LLC ("JMP"), as their investment banker, to assist them with pursuing the various strategic alternatives and transactions. The Debtors and JMP prepared marketing materials intended for distribution to prospective buyers as well as a list of suitable potential

buyers. Beginning in August 2013, JMP contacted in excess of 125 potential purchasers and/or merger partners, which included both financial and strategic parties, soliciting expressions of interest in the Debtors' assets. Of these parties, approximately 51 parties showed sufficient interest and executed NDAs and were thereafter provided additional confidential information. Unfortunately, the Debtors were unable to consummate a sale or other transaction prior to commencement of these Chapter 11 Cases. As described in more detail below, the Debtors continued their efforts post-petition, ultimately consummating a sale pursuant to section 363 of the Bankruptcy Code.

B. Lapse of the Seller Noteholder's Security Interest

As described in Article IV, in order to secure the Seller Notes, the Debtors granted the Seller Noteholders a first-priority security interest in the Seller Note Collateral. At the time of the Merger and issuance of the Seller Notes, a UCC-1 was filed on behalf of the then Owners Representative perfecting the Seller Noteholder Security Interest in the Seller Note Collateral. Pursuant to Delaware law, a filed financing statement is effective and a security interest remains perfected for a period of five years. Upon the expiration of the effectiveness period, unless a UCC-3 continuation statement has been timely filed, a financing statement ceases to be effective and any security interest that was once perfected by the financing statement thereby becomes unperfected.

The effective period of the 2004 UCC-1 expired in 2009 and a UCC-3 continuation statement was not filed. As a result, the 2004 UCC-1 lapsed and the Seller Noteholder Security Interest in the Seller Note Collateral became unperfected. The LPL Security Interest, on the other hand, remained perfected at all times. It is the Debtors' opinion that upon lapse of the 2004 UCC-1, the Seller Noteholder Security Interest became unperfected as a matter of law and as a result the Seller Noteholders are unsecured. The Owners Representative disagrees with the Debtors' opinion and contends it was the responsibility of the Debtors to file the UCC-3 continuation statement.

C. Re-Filing of the Seller Noteholders UCC-1

On October 18, 2013 the Owners Representative filed the 2013 UCC-1 seeking to re-perfecting the Seller Noteholder Security Interest. Although the Debtors requested that the Owners Representative withdraw the 2013 UCC-1 on numerous occasions, the Owners Representative refused to do so.

Further, the Owners Representative continued to assert the Seller Noteholders' superior rights in the Seller Note Collateral and entitlement to a portion of the proceeds received from any consummated sale transaction on account of their secured status. As a result, a dispute arose between LPL and the Owners Representative which the Debtors' believe threatened to derail the sale process to the detriment of all constituencies. Thus, the Debtors given their perspective, determined to initiate these Chapter 11 Cases in order to avoid the Owners Representative's 2013 UCC-1 and settle the dispute between LPL and the Owners Representative regarding validity and priority of the Seller Noteholder Security Interest, and thereby allow the Debtors to continue to move towards a potential sale transaction.

**ARTICLE VI.
EVENTS OF THE CHAPTER 11 CASES**

A. First Day Pleadings and Other Case Matters

1. First and Second Day Relief

The Debtors Filed on, or shortly after, the Petition Date certain motions and applications requesting various types of "first day" and "second day" relief. The relief granted enabled the Debtors to preserve value and efficiently administer the Chapter 11 Cases, including, among other things: (a) an order authorizing the Debtors to use cash collateral during the Chapter 11 Cases and granting certain adequate protection to certain secured parties [Docket No. 83]; (b) an order authorizing the Debtors to continue using their existing cash management system, honor certain prepetition obligations related thereto, and maintain existing business forms [Docket No. 28]; (c) an order granting authority to pay employees' wage Claims and related obligations in the ordinary course of business and continue certain employee benefit programs [Docket No. 30]; (d) an order approving procedures for, among other

things, determining adequate assurance for utility providers and prohibiting utility providers from altering, refusing, or discontinuing services [Docket No. 60]; (e) an order authorizing the Debtors to remit and pay certain income, personal property, sales and use, and other taxes, and certain other fees, including licensing fees [Docket No. 29]; (f) an order directing joint administration of the various Debtors' Chapter 11 Cases [Docket No. 27]

2. *Retention of Chapter 11 Professionals*

To assist the Debtors in carrying out their duties as debtors-in-possession and to otherwise represent the Debtors' interests in the Chapter 11 Cases, the Bankruptcy Court entered Final Orders authorizing the Debtors to retain and employ the following professionals: (a) Klehr Harrison Harvey Branzburg LLP, as counsel to the Debtors [Docket No. 27]; and (b) Phase Eleven Consultants LLC, as the Notice and Claims Agent [Docket No. 70]. On March 10, 2014, the Bankruptcy Court entered an order granting the Debtors the authority to retain and compensate certain professionals utilized by the Debtors in the ordinary course of business [Docket No. 128].

3. *Appointment of Official Committee of Noteholders*

On March 13, 2014, the Office of the U.S. Trustee appointed the Committee [Docket No. 141]. The members of the Committee are: (a) Timothy D. Choate; (b) Richard C. Pinson; (c) Robert H. Neal; (d) Fred Marxer; and (e) Martin Davis.

On May 1, 2014, the Court entered orders approving the Committee's retention of Cooley LLP as co-counsel [Docket No. 231] and Morris James LLP as co-counsel [Docket No. 232].

B. *Claims Bar Date*

On February 28, 2014, the Debtors Filed the Schedules [Docket Nos. 93-96] pursuant to section 521 of the Bankruptcy Code.

The Bankruptcy Code allows the Bankruptcy Court to fix the time within which Proofs of Claim must be Filed in the Chapter 11 Cases. Any creditor whose Claim is not scheduled in the Schedules or whose Claim is scheduled as disputed, contingent, or unliquidated must File a Proof of Claim.

On March 20, 2014, the Debtors Filed a motion requesting the Bankruptcy Court to enter an order approving, among other things: (a) May 27, 2014, at 4:00 p.m. prevailing Eastern Time (the "General Claims Bar Date") as the deadline for all non-Governmental Units to File Claims in the Chapter 11 Cases; (b) July 18, 2014, at 4:00 p.m. prevailing Eastern Time as the deadline for all Governmental Units to File Claims in the Chapter 11 Cases; (c) procedures for Filing Proofs of Claim; and (d) the form and manner of notice of the bar dates [Docket No. 154]. On April 14, 2014, the Bankruptcy Court granted such relief [Docket No. 203].

As of the General Claims Bar Date, approximately 53 Proofs of Claim were timely Filed in the Chapter 11 Cases asserting a total of approximately \$44,000,000 in claims. The Debtors are currently reviewing these Proofs of Claim to determine whether the asserted Claims should be Allowed, and if so, in what amount and priority. In that respect, on September 26, 2014, the Debtors Filed three (3) omnibus objections to certain Proofs of Claim [Docket Nos. 393, 394 and 395] (the "Omnibus Objection"), objecting to a total of approximately 11 claims that assert amounts totaling in the aggregate approximately \$25,000,000 million.

C. *The Wu Adversary Proceeding*

On February 10, 2014, the Debtors commenced an adversary proceeding (the "Wu Adversary Proceeding") styled as Edgenet, Inc. v. Ernest Han-Ping Wu, Owners Representative, Adv. Proc. No. 14-50046 (BLS) (Bankr. D. Del.) seeking to avoid the 2013 Financing Statement filed by the Owners Representative on October 18, 2013 pursuant to sections 547 and 544 of the Bankruptcy Code. In the complaint [Adversary Docket No. 1] (the "Complaint"), the Debtors further asserted, *inter alia*, that because the 2013 Financing Statement was an avoidable transfer, the Seller Noteholder Claims are unperfected as to the Debtors' interest in the Software Licensing Fees.

The Owners Representative filed his answer to the complaint on February 11, 2014 [Adversary Docket No. 4] (the "Answer") in which the Owners Representative asserted, among other things, that the Debtors, not the Owners Representative, were responsible for maintaining perfection of the Seller Noteholder Security Interest and filing a UCC-3 continuation statement in 2009, and therefore the Debtors should be estopped from asserting that the Seller Noteholder Security Interest is unperfected.

As discussed in Articles I and VII, the Debtors, Liberty, the Committee, and the Owners Representative entered into the Global Plan Settlement. As part of the Global Plan Settlement, and in exchange for the Owners Representative support of the Plan, the Debtors agreed to dismiss the Wu Adversary Proceeding with prejudice.

D. *The Sale Process*

As discussed in Article V, the Debtors engaged in substantial prepetition efforts to consummate a sale transaction. Following the filing of these Chapter 11 Cases, the Debtors decided that continuing to pursue a sale process under section 363 of the Bankruptcy Code (the "363 Sale") was in the best interests of the Debtors' Estates. As of the Petition Date, the Debtors had received multiple bids, but were actively engaged in substantive discussions with two entities regarding a potential sale transaction. The Debtors' efforts culminated in the entry of a purchase agreement with a stalking horse (the "Stalking Horse Purchase Agreement"), dated April 11, 2014, whereby the stalking horse agreed to serve as the stalking horse bidder in the Debtors' 363 Sale.

On April 11, 2014, the Debtors Filed a motion [Docket No. 199] (the "Sale Procedures Motion") seeking approval of the sale and bidding procedures for the 363 Sale. On May 5, 2014, the Bankruptcy Court entered an order [Docket No. 233] (the "Sale Procedures Order") approving the Sale Procedures Motion, approving Parallax as the stalking horse bidder, setting the deadline for parties to submit competing bids as June 2, 2014 (the "Bid Deadline"), and scheduling the auction (the "Auction") for June 4, 2014. Pursuant to the Sale Procedures Order, the Debtors would sell their assets, either in whole or in part, to Parallax pursuant to the Parallax Purchase Agreement, or to the highest or otherwise best bid at the Auction.

In addition to the significant sales efforts made by the Debtors and JMP prior to the Debtors' entry into the Stalking Horse Purchase Agreement, following entry into the Stalking Horse Purchase Agreement, the Debtors employed a full and robust marketing process in order to solicit Qualified Bids (as defined in the procedures approved by the Sales Procedures Order) from other prospective buyers. On May 29, 2014, an interested buyer, EdgeAQ, filed a motion [Docket No. 252] seeking to extend the Bid Deadline until June 16, 2014 and adjourning the Auction until June 18, 2014. The Court ordered that the Bid Deadline be extended through June 6, 2014 with the Auction to be held that same day.

The Auction was held on June 6, 2014, and as a result of their efforts, the Debtors received a Qualified Bid from EdgeAQ prior to the Bid Deadline. After multiple rounds of bidding between the stalking horse and EdgeAQ, EdgeAQ submitted the highest or otherwise best bid and was chosen as the winning bidder. Subsequently, the Debtors and EdgeAQ entered into the Sale Transaction and executed that an asset purchase agreement, (the "EdgeAQ Purchase Agreement"), attached hereto as Exhibit B. The EdgeAQ Purchase Agreement includes the following principal terms:³

- a purchase price of \$7,980,000 paid to the Debtors in Cash; and
- EdgeAQ would be responsible for certain liabilities for, among other things, certain executory contract cure costs and certain ordinary course operational liabilities incurred but not paid through closing.

On June 10, 2014, the Bankruptcy Court held a hearing to consider the Sale Transaction and on June 12, 2014, entered an order [Docket No. 299] approving the same. Shortly thereafter the parties closed on the Sale Transaction on June 16, 2014.

³ The Purchase Agreement controls the terms of the Sale Transaction. In the event of any conflict between the summary provided in this Disclosure Statement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

**ARTICLE VII.
SUMMARY OF THE PLAN**

This section provides a summary of the structure and means for implementation of the Plan and the classification and treatment of Claims and Interests under the Plan, and is qualified in its entirety by reference to the Plan (as well as the exhibits thereto and definitions therein).

The statements contained in this Disclosure Statement include summaries of the provisions contained in the Plan and in the documents referred to therein. The statements contained in this Disclosure Statement do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statement of such terms and provisions of the Plan or documents referred to therein.

The Plan controls the actual treatment of Claims against, and Interests in, the Debtors under the Plan, and will, upon the occurrence of the Effective Date, be binding upon all Holders of Claims against and Interests in the Debtors and the Debtors' Estates, all parties receiving property under the Plan, and other parties in interest. In the event of any conflict between this Disclosure Statement and the Plan or any other operative document, the terms of the Plan and/or such other operative document shall control.

A. *Administrative Claims, Priority Tax Claims, Professional Fee Claims, and U.S. Trustee Statutory Fees*

1. *Administrative Claims*

Subject to the provisions of sections 327, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed Administrative Claim and, as applicable, the Debtors or the Plan Administrator agree to less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Debtors or the Plan Administrator shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash from the Liberty Contribution through a dollar-for-dollar reduction of LPL's Secured Claim, as applicable: (i) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (ii) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (iii) at such later time as may be agreed upon by such Holder and the Debtors or the Plan Administrator, as applicable; or (iv) at such time and upon such terms as set forth in an order of the Bankruptcy Court. For the avoidance of doubt, Administrative Claims include all Professional Fee Claims. Furthermore, notwithstanding anything herein to the contrary, the Plan's treatment of Administrative Claims shall not affect payment of the Professional Fee Claims in accordance with paragraphs 12(c) and 20 of the Final Cash Collateral Order.

On the Effective Date, the Debtors shall transfer an amount totaling the Liberty Contribution in immediately available funds by wire transfer to a segregated account to be held by Cooley LLP, which funds shall be used to pay the Seller Noteholder Professionals and the Owners Representative Reimbursement Claim (subject to Bankruptcy Court approval in amounts as identified below) and the Allowed Seller Noteholder Claims on a pro rata basis. The only Administrative Claims that shall be paid from the Liberty Contribution shall be the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim (to the extent that it may be characterized as an Administrative Claim), all of which are subject to Bankruptcy Court approval, and include the following:

- On account of fees and expenses incurred in connection with representing the Committee through and including the Effective Date, Cooley LLP and Morris James LLP will collectively be paid \$260,000, to be split pro rata between the two firms based on the total accrued fees for each firm as of the Effective Date. As of September 30, 2014, Cooley LLP has accrued approximately \$340,000 in fees and expenses, and Morris James LLP has accrued approximately \$135,000 in fees and expenses. Fees and expenses continue to accrue after September 30, 2014.

- Separate and apart from the payment identified immediately above, Seller Noteholders Davis Carr, Timothy Choate and Fred Marxer will collectively be reimbursed a total of \$39,139.67 (\$13,046.55 to each of Messrs. Choate and Marxer and \$13,046.57 to Mr. Carr), which represents amounts such Seller Noteholders paid to Morris James LLP on account of fees and expenses incurred in connection with efforts to appoint the Committee.
- After payment of the amounts indicated above, Cooley LLP will transfer the remaining funds to the Owners Representative or his designee to make the following distributions. The Owners Representative will be reimbursed a total of \$225,000 on account of the Owners Representative Reimbursement Claim, which represents amounts paid by the Owners Representative, Timothy Choate, Albert Wu, Karen Wu, James Wu, Robert Neal and James Robert Hendrick to Cross & Sinnon, LLC and Bone McAllester Norton PLLC. As of September 30, 2014, the Owners Representative had accrued approximately \$135,000 on account of fees and expenses of Cross & Sinnon, LLC and has accrued approximately \$100,000 on account of fees and expenses Bone McAllester Norton PLLC. Fees and expenses continue to accrue after September 30, 2014.

Accordingly, from the Liberty Contribution, a total of \$525,000 will be paid on account of Seller Noteholder Professional Fees and the Owners Representative Reimbursement Claim (subject to Bankruptcy Court approval), in full and final satisfaction of all Professional Fees accrued by the Seller Noteholder Professionals and the Owners Representative Professionals for or on behalf of the Seller Noteholders or the Owners Representative, respectively, in these Chapter 11 Cases. After payment of the Seller Noteholder Professional Fees and the Owners Representative Reimbursement Claim, \$815,000 will be distributed to the Seller Noteholders on account of the Seller Noteholder Claims. The anticipated disbursement to each Seller Noteholder on account of their respective Seller Noteholder Claim is set forth on Exhibit C to the Disclosure Statement.

The Allowed Administrative Claims and Allowed Professional Fee Claims of entities other than the Seller Noteholders and the Owners Representative Reimbursement Claim, shall be funded by a dollar-for-dollar reduction of LPL's Secured Claim and shall not reduce the Liberty Contribution.

(a) Administrative Claims Bar Date

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the Bar Date Order) or as provided by Article II of the Plan, unless previously Filed, requests for payment of Administrative Claims, other than requests for payment of Professional Fee Claims, must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, the Plan Administrator, or the Post-Effective Date Debtor Assets, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date. Except with respect to Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim, under no circumstances shall Holders of Administrative Claims receive payment from the Liberty Contribution.

(b) Professional Fee Escrow

If the Professional Fee Claims Estimate is greater than zero, as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. The Debtors shall fund the Professional Fee Escrow with Cash equal to the Professional Fee Claims Estimate. For the avoidance of doubt, the Professional Fee Claims Estimate shall not be deemed to limit the amount of fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court. If a Professional does not provide a Professional Fee Claims Estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. Except as provided in the Plan, the Professional Fee Escrow shall be funded on the Effective Date and maintained in trust by the Plan Administrator for

the Professionals and shall not be considered property of the Debtors' Estates. When all Allowed Professional Fee Claims have been paid in full, amounts remaining in the Professional Fee Escrow, if any, shall be transferred to LPL and shall be distributed in accordance with the Plan.

To the extent that funds held in the Professional Fee Escrow are unable to satisfy the amount of Allowed Professional Fee Claims owing to the Professionals after application of funds held in the Professional Fee Escrow, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which Allowed Administrative Claim shall be satisfied in accordance with the Plan.

Notwithstanding anything herein to the contrary, Article II.A.2 of the Plan shall not apply to Seller Noteholder Professionals or the Owners Representative Professionals.

(c) Final Fee Applications

All final requests for payment of Professional Fee Claims, not including the Owners Representative Reimbursement Claim, shall be Filed no later than the first Business Day that is 45 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 Professional Fee Claims shall be determined by the Bankruptcy Court. Subject to Article II.A of the Plan, Allowed Professional Fee Claims shall be paid in Cash, or as otherwise provided in the Plan, after such Claims are Allowed by an order of the Bankruptcy Court, which order is not subject to a stay. For the avoidance of doubt, the Owners Representative Professionals will not file a Final Fee Application. All Professional Fees owed to the Owners Representative Professionals will be paid from the Liberty Contribution on the Effective Date as described in Article II.A of the Plan. The Debtors have been advised that the U.S. Trustee objects to the estate paying any fees of the Owners Representative Professionals, or any fees of the Seller Noteholder Professionals prior to the Bankruptcy Court's approval of their retention applications in these cases, in the absence of the filing and serving of a separate motion or motions seeking Bankruptcy Court approval for payment of any such professional fees under sections 503(b)(3)(D) and (4) of the Bankruptcy Code, and the Bankruptcy Court granting such motion or motions after notice and a hearing.

2. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and, as applicable, the Debtors or the Plan Administrator agree to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction, settlement, and release of and in exchange for release of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code and paid the full unpaid amount of such Allowed Priority Tax Claim in Cash, on or as soon as practicable after the latest of: (i) the Effective Date; (ii) the date such Allowed Priority Tax Claim becomes Allowed; and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law. For the avoidance of doubt, payment of Allowed Priority Tax Claims shall not reduce the Liberty Contribution, but rather LPL's Secured Claim shall be reduced on a dollar-for-dollar basis on account of payment of Allowed Priority Tax Claims. Further, any Claims asserted by a governmental unit not entitled to priority under the Bankruptcy Code shall not be Priority Tax Claims. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

3. *U.S. Trustee Statutory Fees*

The Debtors or the Plan Administrator, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. For avoidance of doubt, payment of the U.S. Trustee Fees shall not reduce the Liberty Contribution, but rather shall reduce LPL's Secured Claim on a dollar-for-dollar basis.

B. *Classification, Treatment, and Voting of Claims and Interests*

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

1. Summary of Classifications

All Claims and Interests, other than Administrative Claims and Priority Tax Claims are classified in the Classes set forth in Article III of the Plan for all purposes, including voting, Confirmation, and distributions pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The Debtors reserve the right to withdraw the Plan with respect to one or both Debtors while seeking Confirmation or approval of the Plan with respect to the other Debtor, subject to the Plan Support Agreement.

The Plan constitutes a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. To the extent there are no Holders of Claims or Interests in a particular Class or Classes, such Claims or Interests shall be treated as set forth in Article III.D of the Plan.

Class	Claims and Interests	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	LPL's Secured Claim	Impaired	Entitled to Vote
3	Seller Noteholder Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Equity Interests in the Debtors	Impaired	Not Entitled to Vote (Deemed to Reject)

2. Treatment of Classes of Claims and Interests

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agree to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, and release of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

- (a) Class 1—Other Priority Claims
 - (i) *Classification:* Class 1 consists of any Other Priority Claims against any Debtor.
 - (ii) *Treatment:* Each Holder of an Allowed Class 1 Claim shall be paid in full, in Cash on account of such Allowed Class 1 Claim.
 - (iii) *Voting:* Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are 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.

- (b) Class 2—LPL’s Secured Claim
 - (i) *Classification:* Class 2 consists of LPL’s Secured Claim.
 - (ii) *Treatment:* LPL shall receive all Cash in the Debtors’ estates less the Liberty Contribution and amounts used to fund the Plan Administrator Escrow, the Priority Claims Reserve and the Professional Fee Escrow. For the avoidance of doubt, LPL’s Secured Claim shall be reduced, on a dollar-for-dollar basis, by payment of (a) all Allowed Administrative Claims (other than the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim); (b) all Allowed Professional Fee Claims in accordance with paragraphs 12(c) and 20 of the Final Cash Collateral Order (other than the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim); (c) Priority Tax Claims; (d) Other Priority Claims; and (e) U.S. Trustee Fees. For further avoidance of doubt, LPL shall receive all Cash remaining in the Priority Claims Reserve, the Professional Fee Escrow and the Plan Administrator Escrow after payment of all obligations in full required to be paid from same.
 - (iii) *Voting:* Class 2 is Impaired. As such, LPL is entitled to vote to accept or reject the Plan.

- (c) Class 3—Seller Noteholder Claims
 - (i) *Classification:* Class 3 consists of the Seller Noteholder Claims.
 - (ii) *Treatment:* Each Holder of an Allowed Class 3 Claim shall receive a *pro rata* share, based on the total amount by value of Allowed Seller Noteholder Claims, of the remainder of the Liberty Contribution after holdback for payment of the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim (as allowed by the Bankruptcy Court and in such amounts as agreed among such entities, the Committee and the Owners Representative as described in Article II.A. of the Plan).
 - (iii) *Voting:* Class 3 is Impaired. Holders of Allowed Class 3 Claims are entitled to vote to accept or reject the Plan.

- (d) Class 4—General Unsecured Claims
 - (i) *Classification:* Class 4 consists of all General Unsecured Claims against any Debtor.

- (ii) *Treatment:* Each Holder of an Allowed Class 4 Claim shall receive no distribution under the Plan. For the avoidance of doubt, holders of General Unsecured Claims shall not be entitled to be paid from the Liberty Contribution.
 - (iii) *Voting:* Class 4 is Impaired. Holders of Claims in Class 4 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.
- (e) Class 5—Section 510(b) Claims
- (i) *Classification:* Class 5 consists of all Section 510(b) Claims.
 - (ii) *Treatment:* Each Holder of an Allowed Class 5 Claim shall receive no distribution under the Plan. For the avoidance of doubt, Holders of Section 510(b) Claims shall not be entitled to be paid from the Liberty Contribution.
 - (iii) *Voting:* Class 5 is Impaired. Holders of Claims in Class 5 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.
- (f) Class 6—Equity Interests in the Debtors
- (i) *Classification:* Class 6 consists of all holders of equity interests in the Debtors
 - (ii) *Treatment:* Each Holder of an Allowed Class 6 Interests shall receive no distribution under the Plan. For the avoidance of doubt, holders of Allowed Class 6 Interests shall not be entitled to be paid from the Liberty Contribution. Equity interests in the Debtors shall be discharged, cancelled, released, and extinguished as of the Effective Date.
 - (iii) *Voting:* Class 6 is Impaired. Holders of Interests in Class 6 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

3. *Special Provision Governing Unimpaired Claims*

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

4. *Elimination of Vacant Classes*

Any Class of Claims or Interests that 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 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.

5. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

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

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

C. *Means for Implementation of the Plan*

1. *Global Plan Settlement*

This Plan is predicated upon the Global Plan Settlement entered into among the Debtors, Liberty, the Committee, and the Owners Representative as set forth in the Plan. In accordance with the Global Plan Settlement, and in exchange for the Seller Noteholders' support of the Plan, including the Seller Noteholder Release, LPL will contribute, on the Effective Date, the Liberty Contribution, which after holdback for payment of the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim, is to be distributed to the Seller Noteholders in accordance with Article III.B of the Plan and in full and final satisfaction, settlement, release, and discharge of the Seller Noteholder Claims. In addition, on the Effective Date, the Debtors will dismiss, with prejudice, the Wu Adversary Proceeding.

On account of its Secured Claim, LPL has received (a) \$5 million in Cash other than Cash Sale Proceeds from the sale of the Debtors' Assets, following entry of the Liberty Paydown Order, and will receive (b) all Cash remaining in the Debtors' estate, plus including the Cash Sale Proceeds, less the Liberty Contribution and amounts used to fund the Plan Administrator Escrow, the Priority Claims Reserve and the Professional Fee Escrow. For the avoidance of doubt, LPL shall receive all Cash remaining the Priority Claims Reserve, the Professional Fee Escrow and the Plan Administrator Escrow after payment of all obligations in full required to be paid from the same.

The Plan and Disclosure Statement, jointly, and all exhibits attached thereto, shall serve as, and shall be deemed to be, a motion for entry of an order under Bankruptcy Rule 9019 approving the Global Plan Settlement. Objections to the Global Plan Settlement must be filed and served on or before the Confirmation Objection Deadline, or such later date as may be established by the Bankruptcy Court; provided, however, pursuant to the terms of the Plan Support Agreement, if any party thereto objects to the Global Plan Settlement, such shall be a default thereunder. If any objections are timely filed and served, a hearing with respect to the Global Plan Settlement and the objections thereto shall be held at the Confirmation Hearing.

2. *General Settlement of Claims*

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, Interests, and controversies resolved pursuant to the Plan. Without limiting the generality of the foregoing, the distributions to the Seller Noteholders are solely on account of the compromise and settlement of the dispute over the perfection and validity of the Owners Representative's liens purportedly securing the Seller Notes, including the releases from the Seller Noteholders to Liberty as part thereof.

3. *Post-Effective Date Debtors*

From and after the Effective Date, the Post-Effective Date Debtor shall continue in existence for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously and efficaciously as reasonably possible, (2) paying remaining Allowed Priority Claims, as well as Allowed Professional Fee Claims, (3) paying the Liberty Contribution to a segregated account to be held at Cooley LLP on the Effective Date; (4) enforcing and prosecuting claims, interests, rights, and privileges under the Post-Effective Date Debtor Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh

the costs associated therewith, (4) holding the D&O Policies and the Articles of Incorporation, (5) filing appropriate tax returns, and (6) administering the Plan in an efficacious manner.

On the Effective Date, the Post-Effective Date Debtor Assets shall vest in the Post-Effective Date Debtor for the purpose of liquidating the Estates and Consummating the Plan. The Post-Effective Date Debtor Assets shall be held free and clear of all liens, claims, and interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any distributions to be made under the Plan from the Post-Effective Date Debtor Assets shall be made by the Plan Administrator. Notwithstanding anything herein to the contrary, the Post-Effective Date Debtor and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order. Once all of the Post-Effective Date Debtors' assets have been administered, the Debtors are entitled to dissolve, and shall dissolve.

4. *Plan Administrator*

The Plan Administrator shall be Juliet Reising, the current CFO of the Debtors who shall act for the Post-Effective Date Debtor in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as officers and directors of the Debtors shall be deemed to have resigned, and the Plan Administrator shall be appointed as the sole director and sole officer of the Post-Effective Date Debtor and shall succeed to the powers of the Debtors' directors and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtor.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Post-Effective Date Debtor Assets and wind down the businesses and affairs of the Debtors and the Post-Effective Date Debtor, including: (1) liquidating the Post-Effective Date Debtor Assets or using the same to satisfy appropriate obligations therefrom; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Post-Effective Date Debtor Assets; (3) making distributions from the Post-Effective Date Debtor Assets as contemplated under the Plan; (4) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtor; (5) employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (6) paying all reasonable fees and expenses of the Post-Effective Date Debtor, without any further order of the Bankruptcy Court; (7) administering and paying taxes of the Post-Effective Date Debtor, including filing tax returns and paying all applicable taxes; (8) representing the interests of the Post-Effective Date Debtor or the Estates before any taxing authority in all matters, including any action, suit, proceeding or audit; and (9) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

While the Plan Administrator is empowered to assert claims and causes of action on behalf of the Post-Effective Date Debtor, it is not anticipated that any such claims or Causes of Action will be asserted, as it is believed that none exist which would enhance the Post-Effective Date Debtor's estate. To the extent that any claim or cause of action is asserted under chapter 5 of the Bankruptcy Code, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to Holders of Allowed Class 4 Claims, in accordance with the Plan, but, again it is not anticipated that any such claims or Causes of Action exist or will be asserted. To the extent any non-Chapter 5 claim or cause of action is asserted, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to LPL in accordance with the Plan.

(a) *Tax Returns*

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Cases, as determined under applicable tax laws.

(b) Priority Claims Reserve

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall fund, and the Plan Administrator shall establish and thereafter maintain, the Priority Claims Reserve with the Priority Claims Reserve Amount in an authorized depository (as set forth in the guidelines for the office of the United States Trustee in force at such time in the District of Delaware), which funds shall vest in the Post-Effective Date Debtor free and clear of all liens, Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in the Plan or in the Confirmation Order. Funds in the Priority Claims Reserve shall be used by the Plan Administrator only for the payment of Priority Claims Allowed after the Effective Date to the extent that such Priority Claims have not been paid in full on or prior to the Effective Date. To the extent any funds remain in the Priority Claims Reserve after all of such Priority Claims have been Allowed and paid or otherwise satisfied in full, such remaining funds shall be distributed by the Plan Administrator to LPL in accordance with the Plan. Notwithstanding anything to the contrary herein, neither the Plan Administrator, the Post-Effective Date Debtor, nor any other party in interest shall be obligated to fund the Priority Claims Reserve in excess of the amount approved by the Bankruptcy Court under the Confirmation Order—i.e., the Priority Claims Reserve Amount.

(c) D&O Policies

Notwithstanding anything to the contrary contained herein or in the Confirmation Order, Confirmation of the Plan shall not impair or otherwise modify any obligations arising under the D&O Policies or any D&O coverage. In addition, after the Effective Date, the Plan Administrator shall not terminate or otherwise reduce any D&O coverage or coverage under any D&O Policy, including, without limitation, any “tail policy,” in effect as of the Petition Date, and all directors, managers, and officers of the Debtors who served in such capacity as of the Petition Date at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

(d) Wind Down

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as reasonably practicable after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Plan Administrator shall: (1) file for each of the Debtors a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable), including, but not limited to, any actions contemplated in sections 275–283 of the General Corporation Law of the State of Delaware (the “DGCL”); and (2) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan (for purposes of clause (2) of the preceding sentence, the Plan shall constitute a plan of distribution as contemplated in the DGCL). The certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the equity holders or boards of directors or managers of any Debtor and from and after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Debtors for all purposes shall be deemed to have: (1) withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations; (2) shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal; (3) shall be deemed to have cancelled pursuant to the Plan all Interests; (4) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date; and (5) for the avoidance of doubt, except with respect to the Post-Effective Date Debtor as set forth herein, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

(e) Exculpation; Indemnification; Insurance

The Plan Administrator, all professionals retained by the Plan Administrator, and representatives of each of the foregoing shall be deemed exculpated and indemnified in all respects. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtor, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Plan Administrator. The Plan Administrator may conclusively rely, and shall be fully protected personally in acting upon, any statement, instrument, opinion, report, notice, request, consent, order or other instrument or document that it believes to be genuine and to have been signed or presented by the proper party. The Plan Administrator may rely upon written information previously generated by the Debtors or the Post-Effective Date Debtor.

(f) Dissolution of the Post-Effective Date Debtor

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtor shall be deemed to be dissolved without any further action by the Post-Effective Date Debtor, or the Plan Administrator, including the filing of any documents with the secretary of state for the state in which the Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtor in and withdraw the Post-Effective Date Debtor from applicable state(s).

5. *The Plan Administrator Escrow*

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall fund, and the Plan Administrator shall establish and thereafter maintain, the Plan Administrator Escrow with the Plan Administrator Escrow Amount in an authorized depository as approved by the guidelines for the Office of the United States Trustee then in effect for the District of Delaware, which funds shall vest in the Post-Effective Date Debtor free and clear of all liens, Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in the Plan or in the Confirmation Order. Funds in the Plan Administrator Escrow shall be used by the Plan Administrator for the payment reasonable and documented fees and expenses of the Plan Administrator. For the avoidance of doubt, the Plan Administrator Escrow shall not reduce the Liberty Contribution. To the extent any funds remain in the Plan Administrator Escrow after the dissolution of the Post-Effective Date Debtor and the payment or otherwise satisfaction in full of all reasonable and documented fees and expenses of the Plan Administrator, such remaining funds shall be distributed by the Plan Administrator to LPL for the benefit of LPL in accordance with the Plan.

6. *Sources of Consideration for Plan Distributions*

Subject to and only to the extent provided in the Global Plan Settlement, all Cash necessary for the Debtors and/or the Plan Administrator to make payments of Cash pursuant to the Plan shall be obtained from the following sources: (a) the Debtors' Cash on hand as of the Effective Date, including the Sale Proceeds, (b) the Liberty Contribution, and (c) reductions in LPL's Secured Claim, each of which shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims provided herein.

7. *Cancellation of Securities and Agreements*

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of any Debtor under any certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim or Interest shall be cancelled as to the Debtors; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and

compromised; provided that, notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein.

8. *Corporate Action*

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

Upon the Effective Date or as soon as reasonably practicable thereafter, the existing boards of directors and managers, as applicable, of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, shareholders, and members and any all remaining officers or directors of each Debtor shall be dismissed without any further action required on the part of any such Debtor, the shareholders of such Debtor, or the officers and directors of such Debtor. The directors, managers, and officers of the Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, File, or record such contracts, instruments, and other agreements or documents and take such other actions as they may deem necessary or appropriate in their sole discretion to implement the provisions of Article IV.H of the Plan.

The authorizations and approvals contemplated by Article IV.H of the Plan shall be effective notwithstanding any requirements under applicable nonbankruptcy law.

9. *Effectuating Documents; Further Transactions*

Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Plan Administrator is, authorized to, and may issue, execute, deliver, file, or record such contracts, 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, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

10. *Exemption from Certain Taxes and Fees*

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

11. *Release of Liens*

Except as otherwise provided in the Plan, the Confirmation Order, or in any document, instrument, or other agreement created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens, or other security interests against the property of the Estates shall be released; provided, however, that any Liens held by LPL shall not be released unless and until LPL receives its distribution under the Plan.

12. *Causes of Action*

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled under the Plan or any Final Order (including, for the avoidance of doubt, any claims or Causes of Action released pursuant to Article VII.G.4 of the Plan), the Debtors reserve and, as of the Effective Date, assign to the Post-Effective Date Debtor the Post-Effective Date Debtor Causes of Action, respectively. On and after the Effective Date, the Plan Administrator may pursue the Post-Effective Date Debtor Causes of Action on behalf of and for the benefit of their respective beneficiaries.

While the Plan Administrator is empowered to assert Post-Effective Date Debtor Causes of Action on behalf of the Post-Effective Date Debtor, it is not anticipated that any such claims or Causes of Action will be asserted, as it is believed that none exist which would enhance the Post-Effective Date Debtor's estate. To the extent that any Post-Effective Date Debtor Causes of Action is asserted under chapter 5 of the Bankruptcy Code, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to Holders of Allowed Class 4 Claims, in accordance with the Plan, but, again it is not anticipated that any such claims or Causes of Action exist or will be asserted. To the extent any non-Chapter 5 Post Effective Date Debtor Causes of Action are asserted, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to LPL in accordance with the Plan.

No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any such Cause of Action against them as any indication that the Debtors, the Post-Effective Date Debtor, or the Plan Administrator will not pursue any and all available Causes of Actions against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion (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 Debtors reserve such Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator shall retain and shall have, including through its authorized agents or representatives, 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.

In connection with the Global Plan Settlement, the Debtors, Liberty, the Committee, and the Owners Representative have agreed that the Debtors will dismiss, with prejudice, the Wu Adversary Proceeding on the Effective Date. Accordingly, notwithstanding anything herein to the contrary, the Wu Adversary Proceeding shall not constitute a Post-Effective Date Debtor Cause of Action.

13. *Closing the Chapter 11 Cases*

When all remaining Cash has been distributed in accordance with the Plan, and the business and affairs of the Post-Effective Date Debtor have been otherwise wound down, the Plan Administrator shall seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

D. *Treatment of Executory Contracts and Unexpired Leases*

1. *Assumption and Assignment of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with confirmation of the Plan, or is specifically

scheduled to be assumed or assumed and assigned pursuant to the Plan; (2) is subject to a pending motion to assume or reject such Unexpired Lease or Executory Contract as of the Effective Date; (3) was assumed or assumed and assigned to the Purchaser or another third party, as applicable, in connection with the Sale Transaction; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (5) is a D&O Policy; or (6) is the Purchase Agreement. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

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

Any Cure Obligations 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 Cure Obligation in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitation described below, by the Debtors as an Administrative Claim, as applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Obligation, (2) the ability of the Debtors' Estates or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the Cure Obligations required by section 365(b)(1) of the Bankruptcy Code shall be satisfied following the entry of a Final Order or orders resolving the dispute and approving the assumption; provided that prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator may settle any dispute regarding the amount of any Cure Obligation without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Unless otherwise provided by an order of the Bankruptcy Court, at least twenty-one (21) days before the Confirmation Hearing, the Debtors shall cause notice of proposed assumption and proposed Cure Obligations to be sent to applicable counterparties. Any objection by such counterparty must be Filed, served, and actually received by the Debtors not later than fourteen (14) days after service of notice of the Debtors' proposed assumption and associated Cure Obligations. 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 Obligation.

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, subject to satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption and/or assignment. **Anything in the Schedules and any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

3. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with Bankruptcy Court and served on the Debtors or, after the Effective Date, the Plan Administrator, as applicable, no later than thirty (30) days after the earlier of the Effective Date or the effective date of rejection of such Executory Contract or Unexpired Lease. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court and served on the Debtors or, after the Effective Date, the Post-Effective Date Debtors and Plan Administrator, as applicable, no later than fourteen (14) days after service of the Debtors' proposed rejection of such Executory Contract or Unexpired Lease.

Any Holders of Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claims were not timely Filed as set forth in the paragraph above shall not (1) be treated as a creditor with respect to such Claim, (2) be permitted to vote to accept or reject the Plan on account of any Claim arising from such rejection, or (3) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an Executory Contract or Unexpired Lease not

Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Post-Effective Date Debtor, the Debtors' Estates, or the property for any of the foregoing without the need for any objection by the Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' prepetition Executory Contracts or prepetition Unexpired Leases shall be classified as General Unsecured Claims against the appropriate Debtor, except as otherwise provided by order of the Bankruptcy Court.

4. *Purchase Agreement; Assumed Contracts*

The Debtors' assumption or rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall be subject in all respects to the Purchaser's rights and obligations, including any Cure Obligations assumed by the Purchaser in accordance with the Purchase Agreement, with respect to any such Executory Contracts or Unexpired Leases.

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

Unless otherwise provided in the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, 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 or on behalf of the Debtors or on behalf of the Debtors' Estates 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.

6. *Insurance Policies*

Each insurance policy, including the D&O Policies and any D&O coverages, shall, to the extent necessary, be assumed by the Debtors on behalf of the applicable Debtor and assigned to the Post-Effective Date Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such insurance policy previously was rejected by the Debtors or the Debtors' Estates pursuant to a Bankruptcy Court order, is the subject of a motion to reject pending on the Effective Date, or was assumed and assigned to the Purchaser under the Purchase Agreement, and coverage for defense and indemnity under any such insurance policy, including the D&O Policies and D&O coverages, shall remain available to all individuals within the definition of "Insured" in any such insurance policy, including the D&O Policies. No amounts are due under the D&O Policies and the cure amounts for such policies are \$0. The Debtors will serve any such insurance company a notice with the cure amount at least twenty-one (21) days before the confirmation hearing. Any insurance company receiving such a notice shall have until 7 days before the Confirmation Hearing, to serve an objection to the cure amount or the assumption and assignment in accordance with the Plan indicating a different amount.

7. *Indemnification Obligations*

Subject to the occurrence of the Effective Date, the obligations of the Debtors as of the Effective Date to indemnify, defend, reimburse, or limit the liability of the current and former directors, officers, employees, attorneys, other professionals and agents of the Debtors, and such current and former directors' and officers' respective Affiliates, respectively, against any Claims or Causes of Action under the Indemnification Provisions or applicable law, shall survive Confirmation, shall be assumed by the Debtors on behalf of the applicable Debtor and assigned to the Post-Effective Date Debtor, and will remain in effect after the Effective Date if such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before the Effective Date;

provided, however, that notwithstanding anything herein to the contrary, the Post-Effective Date Debtor's obligation to fund such Indemnification Provisions shall be limited to the extent of coverage available under any insurance policy assumed by the Debtors and assigned to the Post-Effective Date Debtor, including the D&O Policies.

Notwithstanding anything herein to the contrary, the Plan Administrator is authorized to reimburse the Debtors' directors and officers on account of any costs and expenses in connection with the Chapter 11 Cases, including without limitation, costs and expenses incurred in connection with the preparation of Proofs of Claim on behalf of the Debtors' directors and officers. For the avoidance of doubt, payment on account of directors' and officers' costs shall be reduced from LPL's Secured Claim on a dollar-for-dollar basis.

8. *Reservation of Rights*

Nothing contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors' Estates have any liability thereunder. In the event of 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 Plan Administrator, as applicable, shall have 90 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Plan.

E. *Provisions Governing Distributions*

1. *Calculation of Amounts to Be Distributed*

Each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class from the Debtors or the Plan Administrator on behalf of the Debtors or the Post-Effective Date Debtor, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, in which case such payment shall be deemed to have occurred when due. 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 of the Plan. Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Claim that is actually payable in accordance with the Plan.

2. *Rights and Powers of the Debtor and the Plan Administrator*

(a) *Powers of the Debtors and the Plan Administrator*

All distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter by the Plan Administrator or her designees.

After the Effective Date, the Plan Administrator and its designees or representatives shall have the right to object to, Allow, or otherwise resolve any Priority Claim.

The Debtors and the Plan Administrator, as applicable, 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. Additionally, in the event that the Debtors or the Plan Administrator, as applicable, is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Post-Effective Date Debtor.

(b) *Expenses Incurred On or After the Effective Date*

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator shall be paid in Cash from the Plan Administrator Escrow without any further notice to or action, order, or approval of the Bankruptcy Court.

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

(a) Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

(b) Delivery of Distributions in General

(i) Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Plan Administrator be deemed to have been made by the Plan Administrator on the Effective Date, unless the Plan Administrator and the Holder of such Claim agree otherwise.

(ii) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by, as applicable, the Debtors or the Plan Administrator, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(iii) Distributions

On the Effective Date, the Debtors and the Plan Administrator, as applicable, shall make the distributions required to be made on account of all Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in the Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date, shall be held by the Plan Administrator in the Priority Claims Reserve, as applicable, and distributed on the next Subsequent Distribution Date that occurs after such Claim is Allowed. In accordance with Article VIII.D of the Plan, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to the Plan.

(c) Minimum; De Minimis Distributions

Except with respect to Seller Noteholder Claims, no Cash payment of less than \$100.00, in the reasonable discretion of the Debtors or the Plan Administrator, as applicable, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

(d) 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 Debtors or the Plan Administrator, as applicable, has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the date the initial distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Post-Effective Date Debtor automatically and without need for a further order by the Bankruptcy Court for distribution in accordance with the Plan and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred. For the avoidance of doubt, neither the Debtors, the Plan Administrator nor the Owners Representative are obligated to ascertain the current address of any Holder for whom a distribution is returned undeliverable.

(e) Manner of Payment Pursuant to the Plan

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Debtors or the Plan Administrator, as applicable, by check or by wire transfer.

(f) Seller Noteholder Distributions

Notwithstanding anything herein to the contrary, distributions on account of Allowed Class 3 Claims shall be made in accordance with Articles II.A and III.B.3 of the Plan.

4. *Compliance with Tax Requirements/Allocations*

In connection with the Plan, to the extent applicable, the Debtors and the Plan Administrator, as applicable, shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements.

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.

5. *Claims Paid or Payable by Third Parties*

(a) Claims Paid by Third Parties; Recourse to Collateral

The Debtors or the Plan Administrator, as applicable, shall be authorized to reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Post-Effective Date Debtor, as applicable, including on account of recourse to collateral held by third parties that secure such Claim. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

(b) Claims Payable by Insurance, Third Parties; Recourse to Collateral

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, surety agreements, other non-Debtor payment agreements, or collateral held by a third party, until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the Debtors' insurers, sureties, or non-Debtor payors pays or satisfies in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Applicability of Insurance Policies

Notwithstanding anything to the contrary in the Plan or Confirmation Order, neither Confirmation and Consummation of the Plan, nor dissolution of the Debtors or the Post-Effective Date Debtor, nor the assumption and assignment or lack of the assumption and assignment of any insurance policies, including the D&O Policies or any D&O coverage shall limit or affect the rights of any third-party beneficiary or other covered party of any of the

Debtor's insurance policies with respect to such policies or coverages, including the D&O Policies and D&O coverage.

F. *Procedures for Resolving Contingent, Unliquidated, and Disputed Claims and Interests*

1. *Resolution of Disputed Claims*

(a) Allowance of Claims and Interests

Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim or Interest, except with respect to any Claim or Interest deemed Allowed as of the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim.

Notwithstanding anything herein to the contrary, the Debtors will request that claim number 20 filed by the Owners Representative be deemed Allowed in the filed amount of \$18,401,287.65 pursuant to the Confirmation Order. For the avoidance of doubt, Claim number 20 shall be treated in accordance with Article III.B.3 of the Plan.

(b) Prosecution of Objections to Claims

Other than with respect to Professional Fee Claims, prior to the Effective Date, the Debtors, and on or after the Effective Date, the Plan Administrator with respect to Priority Claims shall have the authority to File objections to such Claims, and the exclusive authority to settle, compromise, withdraw, or litigate to judgment objections on behalf of the Debtors' Estates to any and all such Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Plan Administrator shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent an objection is filed to a Claim prior to October 31, 2014, unless such Claim is disallowed by order of the Bankruptcy Court on or before October 31, 2014, the Holder of such Claim can file a motion under Bankruptcy Rule 3018 to have such Claim allowed in a specific amount for purposes of voting on the Plan.

(c) Claims Estimation

On and after the Effective Date, (a) the Plan Administrator, may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Priority Claim pursuant to applicable law and (ii) any contingent or unliquidated Priority Claim pursuant to applicable law, in each case regardless of whether the Debtors or the Plan Administrator have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Bankruptcy Court to estimate any such Disputed Claim, contingent Claim, or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding any provision otherwise in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that 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 Disputed Claim, contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Plan Administrator, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the

Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

(d) *Expungement or Adjustment to Claims Without Objection*

Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims Register by, as applicable, the Debtors or the Plan Administrator (or the Notice and Claims Agent at, as applicable, the Debtors' or the Plan Administrator's direction), and any Claim that has been amended may be adjusted thereon by, as applicable, the Debtors or the Plan Administrator without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(e) *Deadline to File Objections to Claims or Interests*

Any objections to Claims or Interests shall be Filed no later than the Claims Objection Bar Date.

2. *Disallowance of Claims*

To the maximum extent provided by section 502(d) of the Bankruptcy Code, all Claims of any Entity from which property is recoverable by the Debtors or the Plan Administrator, as applicable, under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Plan Administrator, as applicable, alleges is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Plan Administrator, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code, and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

3. *Amendments to Claims*

After the Effective Date, a Claim or Interest may not be filed or amended without the authorization of the Bankruptcy Court and any such new or amended Claim or Interest Filed shall be deemed disallowed and expunged without any further notice to or action, order, or approval of the Bankruptcy Court; provided that, such Holder may amend the Claim or Interest Filed solely to decrease, but not to increase, the amount, number, or priority of such Claim or Interest, unless otherwise provided by the Bankruptcy Court.

4. *No Interest*

Unless otherwise specifically provided for in the Plan (including Article III of the Plan), by applicable law, or agreed-to by the Debtors, interest shall not accrue or be paid on any Claim, and no Holder of any Claim shall be entitled to interest accruing on and after the Petition Date on account of any Claim. Without limiting the foregoing, interest shall not accrue or be paid on any Claim after the Effective Date to the extent the final distribution paid on account of such Claim occurs after the Effective Date.

G. *Settlement, Release, Injunction, and Related Provisions*

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

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights

against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

2. *Release of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Debtors. For the avoidance of doubt, LPL shall retain its Liens and security interests until it receives its distribution under the Plan.

3. *Subordinated Claims*

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

4. *Debtor Release*

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, the Debtors on behalf of themselves and the Debtors' bankruptcy estates, for the good and valuable consideration provided by each of the Released Parties including, without limitation: (a) the discharge of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; (b) the services of the Debtors' officers and directors to the Debtors, hereby provides a full discharge and release to the Released Parties (and each such Released Party so released shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, derivative claims, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, at equity, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including, without limitation, those that the Debtors or the Plan Administrator would have been legally entitled to assert or that any Holder of a Claim against or equity interest in the Debtors or other entity would have been legally entitled to assert for or on behalf of the Debtors or the Debtors' bankruptcy estates and further including those in any way related to the Debtors' Chapter 11 Cases or the Plan; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct.

5. *Third Party Release*

Notwithstanding anything contained in the Plan to the contrary, on the Effective Date and effective as of the Effective Date, the Releasing Parties shall be deemed to provide a full discharge and release to the Released Parties and their respective property from any and all Causes of Action, whether known or unknown, whether for tort, contract, violations of federal or state securities laws or otherwise, and all direct claims, arising from or related in any way to the Debtor, including those in any way related to the Debtors' Chapter 11 Cases or the Plan (the "Third Party Release"); provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, and further, shall constitute its finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of the claims released by the Third Party Release; (ii) in the best interests of the Debtors and all Holders of claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim released by the Third Party Release against any of the Released Parties. For the avoidance of doubt, the Third Party Release shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative.

6. *Seller Noteholder Release*

Notwithstanding anything contained in the Plan to the contrary, on the Effective Date and effective as of the Effective Date, the Seller Noteholders who have voted to accept the Plan and who have not opted out of the Seller Noteholder Release shall be deemed to provide a full discharge and release to the Released Parties and their respective property from any and all Causes of Action, whether known or unknown, whether for tort, contract, violations of federal or state securities laws or otherwise, and all direct claims, arising from or related in any way to the Debtors, including those in any way related to the Debtors' Chapter 11 Cases or the Plan (the "Seller Noteholder Release"); provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Seller Noteholder Release, and further, shall constitute its finding that the Seller Noteholder Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of the claims released by the Seller Noteholder Release; (ii) in the best interests of the Debtors and all Holders of claims; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of those Holders of Seller Noteholder Claims who have voted to accept the Plan and have not opted out of the Seller Noteholder Release to asserting any claim released by the Seller Noteholder Release against any of the Released Parties. For the avoidance of doubt, the Seller Noteholder Release shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative. For further avoidance of doubt, nothing herein shall constitute a waiver of any claims against the Owners Representative in his capacity as such.

7. *Exculpation*

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any entity for any and all claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the transactions occurring in the Debtors' Chapter 11 Cases; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results

from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct.

8. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Article VIII.A, B, E or F of the Plan; (3) are subject to exculpation pursuant to Article VIII.G of the Plan; or (4) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any claims, interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Post-Effective Date Debtors, the Plan Administrator or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Post-Effective Date Debtors, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Post-Effective Date Debtors, or any entity so released or exculpated (or the property or estate of the Debtors or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities unless such entity has timely asserted such setoff right prior to confirmation in a document filed with the Bankruptcy Court explicitly preserving such setoff or subrogation, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff or subrogation pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Post-Effective Date Debtors, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities released, settled, or compromised pursuant to the Plan; provided that nothing contained in the Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; provided, further, that nothing contained in the Plan shall be construed to prevent any Entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

9. *Waiver of Statutory Limitations on Releases*

Each Releasing Party in each of the releases contained in the Plan (including under Article VIII of the Plan) expressly acknowledges that although ordinarily a general release may not extend to claims which the releasing party does not know or suspect to exist in his favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in Article VIII of the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen. For the avoidance of doubt, this paragraph shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative. For

further avoidance of doubt, nothing herein shall constitute a waiver of any claims against the Owners Representative in his capacity as such.

10. *Setoffs*

Except as otherwise provided in the Plan, prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, as applicable, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Interest, may set off against any Allowed Claim or Interest on account of any Proof of Claim or proof of Interest or other pleading Filed with respect thereto prior to the Confirmation Hearing and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any distribution is made on account of such Allowed Claim or Interest), any claims, rights, and Causes of Action of any nature that the Debtors' Estates may hold against the Holder of such Allowed Claim or Interest, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors or the Plan Administrator, as applicable, of any such claims, rights, and Causes of Action that the Debtors' Estates may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or Interest against any claim, right, or Cause of Action of the Debtors' Estates unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff; provided that nothing in the Plan shall prejudice or be deemed to have prejudiced the Debtors' or the Plan Administrator's right to assert that any Holder's setoff rights were required to have been asserted by motion or pleading filed with the Bankruptcy Court prior to the Effective Date.

H. *Substantial Consummation of the Plan*

1. *Conditions Precedent to Consummation of the Plan*

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

- (a) the Confirmation Order shall have been entered and be in full force and effect;
- (b) the Court shall have entered the Liberty Paydown Order, and the payment to LPL sought thereby must have been made;
- (c) all of the Seller Noteholders must have (a) voted to accept the Plan, and (b) not opted out of the Seller Noteholder Release, as provided in the Plan Support Agreement;
- (d) the Plan Administrator shall have been appointed in accordance with the terms of the Plan;
- (e) all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements;
- (f) the Professional Fee Escrow shall have been established and funded;
- (g) the reduction of LPL's Secured Claim shall not exceed \$100,000.00 on account of all allowed Priority Tax Claims and Other Priority Claims;
- (h) the Plan Administrator Escrow in the full amount of the Plan Administrator Escrow Amount shall have been established and funded; and
- (i) the Post-Effective Date Debtor Distribution shall have occurred.

2. *Waiver of Conditions*

Except as set forth in the following sentence, the conditions to Confirmation of the Plan and Consummation of the Plan set forth in Article IX of the Plan may be waived by the Debtors with Liberty's consent, which consent shall not be unreasonably withheld, without leave or order of the Bankruptcy Court. Any waiver of Article IX.A.7. of the Plan may only be affected with the consent of each of Liberty's, the Committee, the Owners Representative and the Debtors, which consent shall not be unreasonably withheld, without leave or order of the Bankruptcy Court.

3. *Effect of Non-Occurrence of Conditions to the Effective Date*

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the Debtors' Estates, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, the Debtors' Estates, any Holders, or any other Entity in any respect.

I. *Modification, Revocation, or Withdrawal of the Plan*

1. *Modification and Amendments*

Subject to the limitations contained in the Plan, and subject to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 the Debtors reserve the right to modify the Plan, as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to the Plan Support Agreement, certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of

the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan.

2. *Effect of Confirmation on Modifications*

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019, subject to the requirements of the Plan Support Agreement.

3. *Revocation or Withdrawal of the Plan*

Subject to the Plan Support Agreement, the Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan with respect to any Debtor, or if Confirmation or Consummation does not occur with respect to any Debtor, then: (1) the Plan with respect to such Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such Debtor, and any document or agreement executed pursuant to the Plan with respect to such Debtor, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such Debtor shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

J. *Retention of 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 jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption 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 in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases set forth on the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

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 Causes of Action;

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 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 the Consummation, 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 settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan 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 or Interest for amounts not timely repaid pursuant to Article VII.E.5(a) of the Plan;

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, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

17. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

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

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, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any

employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

21. enforce all orders previously entered by the Bankruptcy Court;
22. hear any other matter not inconsistent with the Bankruptcy Code;
23. enter an order concluding or closing the Chapter 11 Cases; and
24. enforce the injunction, release, and exculpation provisions set forth in Article VIII of the Plan.

K. *Miscellaneous Provisions*

1. *Immediate Binding Effect*

Subject to the terms hereof 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 Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Debtors' Estates, the Post-Effective Date Debtor and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

2. *Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, 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.

3. *Dissolution of Committee*

On the Effective Date, the Committee shall dissolve and members thereof shall be compromised, settled, and released from all rights and duties from or related to the Chapter 11 Cases, except the Committee will remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims. The Debtors shall have no obligation to pay any fees or expenses incurred after the Effective Date by the Committee Members.

4. *Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by the Debtors or any Debtor with respect to the Plan, the Disclosure Statement, or the Confirmation Order shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

5. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order 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.

6. *Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the following entities and shall be served via first class mail, overnight delivery, or messenger on.

(i) if to the Debtors, to:

EI Wind Down, Inc.
3428 Turtle Cove Court
Marietta, GA 30067
Attention: Ms. Juliet Reising

with copies to:

Klehr Harrison Harvey Branzburg LLP
919 Market St., Ste. 1000
Wilmington, DE 19801-3062
Attention: Domenic E. Pacitti
Raymond H. Lemisch
Margaret M. Manning
Email addresses: DPacitti@klehr.com
RLemisch@klehr.com
MManning@klehr.com

(ii) if to Liberty, to:

Liberty Partners Lenders, LLC
750 Third Ave., 9th Floor
New York, NY 10019
Attention: Mike Fram
Email Address: mfram@libertypartners.com

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Ryan B. Bennett
Justin R. Bernbrock
Email Addresses: rbennett@kirkland.com
justin.bernbrock@kirkland.com

(iii) if to the Committee, to:

Cooley LLP
The Grace Building
1114 Avenue of the Americas
New York, NY 10036-7798
Attention: Cathy Hershcopf
Jeffrey L. Cohen
Richelle Kalnit
Email Addresses: chershcopf@cooley.com
jcohen@cooley.com
rkalnit@cooley.com

with copies to:

Morris James LLP
500 Delaware Ave., Ste. 1500
P.O. Box 2306
Wilmington, DE 19899-2306
Attention: Brett Fallon
Jeffrey R. Waxman
Email Addresses: bfallon@morrisjames.com
jwaxman@morrisjames.com

(iv) if to the Owners Representative, to:

Cross & Simon, LLC
1105 Market Street, Suite 901
Wilmington, Delaware 19801
Attention: Joseph Grey
Email Address: jgrey@crosslaw.com

with copies to:

Bone McAllester Norton PLLC
Nashville City Center
511 Union Street, Suite 1600
Nashville, TN 37219
Attention: Charles Robert Bone
Email Address: crb@bonelaw.com

7. *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 to the maximum extent permitted by law. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

8. *Entire Agreement*

Except as otherwise indicated, the Plan and the Confirmation Order 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; provided, that, notwithstanding anything herein to the contrary, the Plan Support Agreement remains in full force and effect.

9. *Nonseverability of Plan Provisions*

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

10. *Waiver or Estoppel*

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

**ARTICLE VIII.
STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN**

The following is a brief summary of the confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult their own advisors with respect to the summary provided in this Disclosure Statement.

A. *Confirmation Hearing*

Section 1128(a) of the Bankruptcy Code requires a bankruptcy court, after notice, to conduct a hearing to consider confirmation of a chapter 11 plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. **The Bankruptcy Court has scheduled the Confirmation Hearing for [DATE], 2014, at [TIME], prevailing Eastern Time.** The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or the Filing of a notice of such adjournment served in accordance with the order approving this Disclosure Statement and Solicitation Procedures. Any objection to the Plan must: (1) be in writing; (2) conform to the Bankruptcy Rules and the Local Rules for the United States Bankruptcy Court for the District of Delaware; (3) state the name, address, phone number, and email address of the objecting party and the amount and nature of the Claim or Interest of such entity, if any; (4) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (5) be Filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** by the following notice parties set forth below no later than the Plan Objection Deadline. **Unless an objection to the Plan is timely served and Filed, it may not be considered by the Bankruptcy Court.**

<i>Counsel to the Debtors</i>	
Klehr Harrison Harvey Branzburg LLP 919 Market St., Suite 1000 Wilmington, DE 19801-3062 Attn: Dominic E. Pacitti Raymond H. Lemisch Margaret M. Manning Email Addresses: DPacitti@klehr.com RLemisch@klehr.com MManning@klehr.com	
<i>Co-Counsel to Liberty</i>	
Kirkland and Ellis LLP 300 North LaSalle Chicago, IL 60654 Attn: Ryan B. Bennett Justin R. Bernbrock Email Addresses: rbennett@kirkland.com justin.bernbrock@kirkland.com	Pachulski Stang Ziehl & Jones, LLP 919 N. Market St., 17th Floor Wilmington, DE 19801-3062 Attn: Laura Davis Jones Timothy P. Cairns Email Address: ljones@pszjlaw.com tcairns@pszjlaw.com

<i>Co-Counsel to the Committee</i>	
Cooley LLP The Grace Building 1114 Avenue of the Americas New York, NY 10036-7798 Attention: Cathy Hershcopf Jeffrey L. Cohen Richelle Kalnit Email Addresses: chershcopf@cooley.com jcohen@cooley.com rkalnit@cooley.com	Morris James LLP 500 Delaware Ave., Suite 1500 P.O. Box 2306 Wilmington, DE 19899-2306 Attention: Brett Fallon Jeffrey R. Waxman Email Address: BFallon@morrisjames.com JWaxman@morrisjames.com
<i>Counsel to the Owners Representative</i>	
Cross & Simon, LLC 1105 Market Street, Suite 901 Wilmington, DE 19801 Attention: Joseph Grey Email Address: jgrey@crosslaw.com	Bone McAllester Norton PLLC Nashville City Center 511 Union Street, Suite 1600 Nashville, TN 37219 Attention: Charles Robert Bone Email Address: crb@bonelaw.com
<i>U.S. Trustee</i>	
U.S. Trustee Office Of The United States Trustee The District of Delaware 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Juliet Sarkessian, Esq.	

B. Confirmation Standards

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code and that they have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code, including those set forth below.

1. Feasibility

The Bankruptcy Code requires that to confirm a chapter 11 plan, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor(s) unless contemplated by the plan.

The Plan provides for the liquidation and distribution of the Debtors' assets. Accordingly, the Debtors believe that all Plan obligations will be satisfied without the need for further reorganization of the Debtors.

2. Best Interests of Creditors

Notwithstanding acceptance of the Plan by a voting Impaired Class, to confirm the Plan, the Bankruptcy Court must still independently determine that the Plan is in the best interests of each Holder of a Claim or Interest in any such Impaired Class that has not voted to accept the Plan, meaning that the Plan provides each such Holder with a recovery that has a value at least equal to the value of the recovery that each such Holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Accordingly, if an Impaired Class does not unanimously vote to accept the Plan, the best interests test requires the Bankruptcy Court to find that the Plan provides to each member of such Impaired Class a recovery on account of the Class member's Claim or

Interest that has a value, as of the Effective Date, at least equal to the value of the recovery that each such Class member would receive if the Debtors were liquidated under chapter 7.

The Debtors believe that the Plan satisfies the best interests test because, among other things, the recoveries expected to be available to Holders of Allowed Claims in Class 3 under the Plan will be greater than the recoveries expected to be available in a chapter 7 liquidation, as discussed more fully below.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets and to make distributions to creditors in accordance with the priorities established in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of their collateral. If any assets remain in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses are next to be paid. Unsecured creditors are paid from any remaining sale proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, interest holders receive the balance that remains, if any, after all creditors are paid.

Substantially all of the assets of the Debtors were liquidated through the Sale Transaction in accordance with the EdgeAQ Purchase Agreement. Although the Plan effects a liquidation of the Debtors' remaining assets and a chapter 7 liquidation would achieve the same goal, the Debtors believe that the Plan provides a recovery to Holders of Allowed General Unsecured Claims no less than would a chapter 7 liquidation and provides a recovery to Holders of Allowed Class 3 Claims a recovery in excess of what they would receive in a chapter 7 liquidation.. Liquidating the Debtors' Estates under the Plan will provide no less recovery to holders of Allowed General Unsecured Claims and, the Debtors' believe, a greater recovery to Seller Noteholders, than a Chapter 7 liquidation as Holders of Allowed General Unsecured Claims will receive no distribution in a Chapter 7 liquidation (and such creditors are receiving no distribution under the Plan) and Seller Noteholders would also very likely receive no distribution in a Chapter 7 liquidation, but are receiving a distribution under the Plan. After the liquidation of the Debtors' assets and the distribution of the proceeds to the LPL, the Debtors largest secured creditor will leave LPL with a deficiency claim of in excess of \$70,000,000. Moreover, distributions under the Plan reflect various accommodations provided by LPL to allow for potential recoveries for Holders of the Seller Noteholder Claims as well as for Priority Tax Claims. The Debtors believe that such accommodations would not be available in a chapter 7 liquidation. Finally, the conversion to chapter 7 would require entry of a new bar date. *See* Fed. R. Bankr. P. 1019(2); 3002(c). Thus, the amount of Claims ultimately Filed and Allowed against the Debtors could materially increase, thereby reducing creditor recoveries versus those available under the Plan. Attached hereto as Exhibit D is a liquidation analysis which sets for the likely recoveries for all classes of Claims under both the Plan and a Chapter 7 liquidation.

Accordingly, the Debtors believe that the Plan is in the best interests of creditors.

C. *Alternative Plans*

The Debtors do not believe that there are any alternative plans for the reorganization or liquidation of the Debtors' Estates. The Debtors believe that the Plan, as described herein, enables Holders of Claims and Interests to realize the greatest possible value under the circumstances and that, compared to any alternative plan, the Plan has the greatest chance to be confirmed and consummated.

D. *Acceptance by Impaired Classes*

The Bankruptcy Code requires, as a condition to Confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan accept the plan. A class that is not "impaired" under a plan is presumed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. Pursuant to section 1124 of the Bankruptcy Code, a class is "impaired" unless the plan: (1) leaves unaltered the legal, equitable, and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (2) cures any default, reinstates the original terms of such obligation, and compensates the applicable party in question; or (3) provides that, on the consummation date, the holder of such claim or equity interest receives cash equal to the allowed amount of that claim or, with respect to

any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired creditors as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject a plan. Thus, a Class of creditor Claims will have voted to accept the Plan only if two-thirds (2/3) in amount and a majority in number actually voting cast their Ballots in favor of acceptance, subject to Article III of the Plan. Only Holders of Claims in the Voting Classes will be entitled to vote on the Plan.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by holders of at least two-thirds (2/3) of allowed interests in such class who actually vote to accept or reject a plan. Votes that have been “designated” under section 1126(e) of the Bankruptcy Code are not included in the calculation of acceptance by a class of interests. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds (2/3) of allowed interests actually voting cast their Ballots in favor of acceptance, not counting designated votes, subject to Article III of the Plan.

Article III.E of the Plan provides in full: “If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court at the Confirmation Hearing to deem the Plan accepted by the Holders of such Claims or Interests in such Class.” Such “deemed acceptance” by an impaired class in which no class members submit ballots satisfies section 1129(a)(10) of the Bankruptcy Code. *See In re Tribune Co.*, 464 B.R. 126, 183 (Bankr. D. Del. 2011) (“Would ‘deemed acceptance’ by a non-voting impaired class, in the absence of objection, constitute the necessary ‘consent’ to a proposed ‘per plan’ scheme? I conclude that it may.” (footnote omitted)); *see In re Adelphia Commc’ns Corp.*, 368 B.R. 14, 259–63 (Bankr. S.D.N.Y. 2007).

E. *Confirmation Without Acceptance by All Impaired Classes*

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

1. *No Unfair Discrimination*

This test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of Classes of Claims of equal rank (*e.g.*, classes of the same legal character). The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests satisfy the foregoing requirements for nonconsensual Confirmation.

2. *Fair and Equitable Test*

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured claims versus interest holders) and includes the general requirement that no class of claims or interests receive value under the plan ahead of classes of claims or interests, as the case may be which are more senior. As to the non-accepting class, the test sets different standards depending on the type of claims or interests in such class. As set forth below, the Debtors believe that the Plan satisfies the “fair and equitable” requirement because there is no junior Class to such dissenting Class that will receive or retain any property on account of the Claims or Interests in such Class.

(a) Secured Claims

The condition that a plan be “fair and equitable” to a non-accepting class of secured claims includes the requirements that: (i) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (ii) each holder of a secured claim in the class receives deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant’s interest in the debtor’s property subject to the liens.

(b) Unsecured Claims

The condition that a plan be “fair and equitable” to a non-accepting class of unsecured claims includes the following requirement that either: (i) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

(c) Equity Interests

The condition that a plan be “fair and equitable” to a non-accepting class of equity interests includes the requirements that either: (i) the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (A) the allowed amount of any fixed liquidation preference to which such holder is entitled; (B) any fixed redemption price to which such holder is entitled; or (C) the value of such interest; or (ii) if the class does not receive the amount as required under (i) hereof, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

**ARTICLE IX.
CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING**

Holders of Claims should read and carefully consider the risk factors set forth below, as well as the other information set forth in this Disclosure Statement and the documents delivered together with this Disclosure Statement, referred to or incorporated by reference in this Disclosure Statement, before voting to accept or reject the Plan. These factors should not be regarded as constituting the only risks present in connection with the Debtors’ businesses or the Plan and its implementation.

A. Risk Factors that May Affect Recoveries Available to Holders of Allowed Claims Under the Plan

1. Actual Amounts of Allowed Claims May Differ from Estimated Amounts of Allowed Claims, Thereby Adversely Affecting the Recovery of Some Holders of Allowed Claims

The estimate of Allowed Claims and recoveries for Holders of Allowed Claims set forth in this Disclosure Statement are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may significantly vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the recoveries to Holders of Allowed Claims and Allowed Interests under the Plan. Some Holders are not entitled to any recovery pursuant to the terms of the Plan, and, depending on the accuracy of the Debtors’ various assumptions, even those Holders entitled to a recovery under the terms of the Plan may ultimately receive no recovery.

2. The Debtors Cannot State with Certainty What Recovery Will Be Available to Holders of Allowed Claims in the Voting Classes

The Debtors cannot know with certainty, at this time, the number or amount of Claims in Voting Classes that will ultimately be Allowed. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata

basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Claims in the Voting Classes.

3. Any Valuation of Any Assets to be Distributed Under the Plan Is Speculative and Could Potentially be Zero

Any valuation of any of the assets to be distributed under the Plan, including the Causes of Action not otherwise released, settled, or exculpated under the Plan, is necessarily speculative, and the value of such assets could potentially be zero. Accordingly, the ultimate value, if any, of these assets could materially affect, among other things, recoveries to the Debtors' creditors, including Holders of Claims in the Voting Classes.

4. The Debtors Cannot Guaranty Recoveries or the Timing of Such Recoveries

Although the Debtors have made commercially reasonable efforts to estimate Allowed Claims, including Administrative Claims, Priority Tax Claims, and Other Priority Claims, it is possible that the actual amount of such Allowed Claims is materially higher than the Debtors' estimates. Creditor recoveries could be materially reduced or eliminated in this instance. In addition, the timing of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, the Debtors cannot guaranty the timing of any recovery on an Allowed Claim.

5. Certain Tax Implications of the Debtors' Bankruptcy

Holders of Allowed Claims should carefully review Article X of this Disclosure Statement, "Certain United States Federal Income Tax Consequences," for a description of certain tax implications of the Plan and the Chapter 11 Cases.

6. Even if Plan is Confirmed, It May Not Become Effective

It is possible that Confirmation of the Plan may not lead to reaching an Effective Date. If no Effective Date occurs, then no distributions will be made under the Plan, and it is possible that the Chapter 11 Cases may convert to Chapter 7.

B. *Certain Bankruptcy Law Considerations*

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

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

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

Furthermore, certain parties in interest, including the Debtors, reserve the right, under the Plan, to object to the amount or classification of any Claim. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is or may be subject to an objection or is not yet Allowed. Any Holder of a Claim that is or may be subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

2. Failure to Satisfy Vote Requirements

In the event that votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to pursue another strategy to wind down the Estates, such as an alternative chapter 11 plan, a dismissal of the Chapter 11 Cases and an out-of-court dissolution, an assignment for the benefit of creditors, a conversion to a chapter 7 case, or other strategies. There can be no assurance that the terms of any such alternative strategies would be similar or as favorable to the Holders of Allowed Claims and Allowed Interests as those proposed in the Plan.

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

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

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or an Allowed Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the Solicitation Procedures, and the voting results are appropriate, the Bankruptcy Court can still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not “unfairly discriminate” and are “fair and equitable” to non-accepting Classes. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Allowed Interests will receive with respect to their Allowed Claims and Allowed Interests. The Bankruptcy Court, as a court of equity, may exercise substantial discretion.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications may result in a less favorable treatment of any Class than the treatment currently provided in the Plan. Such a less favorable treatment may include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation

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

5. Risk of Nonoccurrence of the Effective Date

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

6. Contingencies May Affect Votes of Impaired Classes to Accept or Reject the Plan

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

C. *Disclosure Statement Disclaimer*

1. The Financial Information Contained in this Disclosure Statement has not Been Audited

In preparing this Disclosure Statement, the Debtors and their advisors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information, and any conclusions or estimates drawn from such financial information, provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant that the financial information contained herein, or any such conclusions or estimates drawn therefrom, is without inaccuracies.

2. Information Contained in this Disclosure Statement Is for Soliciting Votes

The information contained in this Disclosure Statement is for the purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. This Disclosure Statement Was Not Reviewed or Approved by the United States Securities and Exchange Commission

This Disclosure Statement was not Filed with the United States Securities and Exchange Commission under the Securities Act or applicable state securities laws. Neither the United States Securities and Exchange Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained in this Disclosure Statement.

4. This Disclosure Statement May Contain Forward Looking Statements

This Disclosure Statement may contain "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "will," "might," "expect," "believe," "anticipate," "could," "would," "estimate," "continue," "pursue," or the negative thereof or comparable terminology. All forward looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The information contained herein in an estimate only, based upon information currently available to the Debtors.

5. No Legal or Tax Advice Is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel, accountant, or other applicable advisor with regard to any legal, tax, and other

matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. No Admissions Made

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Allowed Interests, or any other parties in interest.

7. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Plan Administrator may seek to investigate, file, and prosecute Claims and Interests and may object to Claims or Interests after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies such Claims or Interests or objections to such Claims or Interests.

8. No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a Holder of a Claim or Interest for or against the Plan does not constitute a waiver or release of any claims, Causes of Action, or rights of the Debtors (or any entity, as the case may be) to object to that Holder's Claim or Interest, or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified in this Disclosure Statement.

9. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

The Debtors' advisors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although the Debtors' advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement.

10. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date of this Disclosure Statement, unless otherwise specified in this Disclosure Statement, and the delivery of this Disclosure Statement after the date of this Disclosure Statement does not imply that there has not been a change in the information set forth in this Disclosure Statement since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Outside this Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

D. *Liquidation Under Chapter 7*

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. Attached hereto as Exhibit D is a chapter 7 liquidation analysis. In a Chapter 7 liquidation, the settlement agreement with LPL pursuant to which funds are being provided to Holders of Claims in Class 3 would not exist, which means the only recovery the Seller Noteholders could ever hope to receive would necessarily arise from the Owners Representative's success in the Wu Adversary Proceeding. In the event that the Wu Adversary Proceeding results in a determination that the Owners Representative's lien is not avoided, it is then the case that such lien would attach to specific assets of the Debtors' estate. Based upon the amount of the sale, the Debtors' believe that the greatest recovery that would be available on account of the lien of the Owners Representative would be \$1.226 million. This amount assumes (which assumption the Debtors' strongly believe would never occur) that the Owners Representative is successful in the Wu Adversary Proceeding and that the Bankruptcy Court would determine that the sale proceeds, net of the break-up fee and expense reimbursement, and after reduction for all Chapter 7 costs of administration would be payable to the Owners Representative, on behalf of the Seller Noteholders, in the same percentage that the funds received by the Debtors subject to the Owners Representative's lien bears to all of the funds which would have been received by the Debtors in 2014. Since 2014 was not a full year of operations, the Debtors utilized information from 2013, in which licensing fee billings subject to the Owner's Representative's purported lien represented approximately 18% of total billings for the year.

The Debtors' received, net of break-up fee and expense reimbursement the sum of \$7.5 million dollars from the sale of their assets. As set forth in the Debtors liquidation analysis the projected costs of the Chapter 7 liquidation would be \$691,000 leaving the sum of \$6.8 million which would be subject to the aforementioned 18% to be paid to the Owners Representative on behalf of all Seller Noteholders, resulting, in the Debtors' view, of a maximum recovery for Seller Noteholders of \$1.226 million. Again, the Debtors strongly believe this result would never occur, as it is the Debtors' perspective whether in a Chapter 7 or otherwise, that the likelihood of success by the Owners Representative in the Wu Adversary Proceeding is remote. As result, the Debtors strongly believe that the recovery of the Seller Noteholders (and Unsecured Creditors) in a Chapter 7 liquidation would be \$0, however, under the above referenced assumptions, the high end of a recovery for the Seller Noteholders, the Debtors' believe, would be \$1.226 million.

The Debtors believe that under no circumstances would there be a recovery for Unsecured Creditors in a Chapter 7 liquidation, as the Debtors believe that if the Chapter 7 Trustee were successful in voiding the lien of the Owners Representative that the result would be that LPL would then have first lien on all of the assets of the Debtors' estate. However, if the success of the Chapter 7 Trustee in the Wu Adversary Proceeding resulted in the preservation of such lien under section 550 of the Bankruptcy Code for the benefit of the estate, then, under the assumptions set forth above, the amount of \$1.226 million would then be available to pay all Unsecured Claims, after the payment of all remaining Chapter 11 administrative Claims (professional fees for the Debtors and the Committee, and possibly the Owners' Representative) as well as all Priority Claims. Given the estimate of these amounts (and assuming that the professionals for the Committee and the Owners' Representative agreed to the reduced amounts they are agreeing to take under the Plan, which assumption is not a given), there would be approximately \$195,000 to be divided between the total of Unsecured Claims, which would include the Seller Noteholders collective Claims of approximately \$18,400,000 and LPL's deficiency claim of approximately \$70,000,000. In essence, the effective return to holders of Allowed Class 4 claims would still be \$0.

**ARTICLE X.
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES**

The following is a summary of certain United States federal income tax consequences of the Plan to the Debtors and certain Holders of Allowed Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), Treasury Regulations thereunder ("Treasury Regulations"), and administrative and judicial interpretations, all as in effect on the date of this Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained and the Debtors do not intend to seek a ruling from the

Internal Revenue Service as to any of the tax consequences of the Plan discussed below. There can be no assurance that the Internal Revenue Service will not challenge one or more of the United States federal income tax consequences of the Plan described below.

This summary does not apply to Holders of Allowed Claims that are not United States persons, as such term is defined in the Internal Revenue Code ("Non-U.S. Holders"), or that are otherwise subject to special treatment under United States federal income tax law (including, without limitation, banks, governmental authorities or agencies, financial institutions, insurance companies, pass-through entities, tax-exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, employees, persons holding Allowed Claims that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale, or conversion transaction, and regulated investment companies). Moreover, this summary does not purport to cover all aspects of United States federal income taxation that may apply to the Debtors and Holders of Allowed Claims based upon their particular circumstances. Additionally, this summary does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under state, local, or foreign tax law.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF ALLOWED CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. *Certain United States Federal Income Tax Consequences to Holders of Allowed Claims*

1. *Consequences to Holder of the Allowed Class 2 Claim*

Pursuant to the Plan, LPL's Allowed Class 2 Claim will be exchanged for a sum of Cash from the Debtors' Estates and LPL will likely recognize income, gain, or loss for United States federal income tax purposes in an amount equal to the difference between (a) the amount of Cash received in exchange for its Claim, plus the fair market value of other property received by such Holder, and (b) LPL's adjusted tax basis in its Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of LPL, the nature of the Claim in LPL's hands, whether the Claim constitutes a capital asset in the hands of LPL, whether the Claim was purchased at a discount, and whether and to what extent LPL has previously claimed a bad debt deduction with respect to its Claim. See the discussions of "accrued interest" and "market discount" below.

2. *Consequences to Holders of Allowed Class 3 Claims*

Pursuant to the Plan, Holders of Allowed Class 3 Claims will receive a pro rata share of a sum of Cash from the Liberty Contribution after holdback for payment of the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim. A Holder who receives its pro rata share of Class 3 Claims distribution in exchange for its Claim pursuant to the Plan generally will recognize income, gain, or loss for United States federal income tax purposes in an amount equal to the difference between (a) the amount of Cash received in exchange for its Claim, plus the fair market value of other property received by such Holder, and (b) the Holder's adjusted tax basis in its Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands, whether the Claim constitutes a capital asset in the hands of the Holder, whether the Claim was purchased at a discount, and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. See the discussions of "accrued interest" and "market discount" below.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

3. *Accrued Interest*

A portion of the consideration received by Holders of Allowed Claims may be attributable to accrued interest on such Claims. Such amount should be taxable to that Holder as interest income if such accrued interest has not been previously included in the Holder's gross income for United States federal income tax purposes. Conversely, Holders of Claims may be able to recognize a deductible loss to the extent any accrued interest on the Claims was previously included in the Holder's gross income but was not paid in full by the Debtors.

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

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

4. *Market Discount*

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

Any gain recognized by a Holder on the taxable disposition of Allowed Claims (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Allowed Claims were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

5. *Information Reporting and Backup Withholding*

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding (currently at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding. Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; *provided that* the required information is timely provided to the Internal Revenue Service.

The Debtors, or the applicable withholding agent, will withhold all amounts required by law to be withheld from payments of interest. The Debtors will comply with all applicable reporting requirements of the Internal Revenue Service.

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

B. *Certain United States Federal Income Tax Consequences to the Debtors*

The Debtors may recognize taxable gain or loss as a result of Consummation of the Plan upon the sale of its assets in an amount equal to the difference between the fair market value of the assets sold and the applicable Debtor's tax basis in such assets. Thus the amount of gain or loss recognized will depend on the value of the assets sold, which cannot be known with certainty until the Plan is consummated. It is possible the Debtors will recognize taxable income or gain in connection with Consummation of the Plan and may not have sufficient net operating losses or other tax attributes to fully offset the amount of gain recognized, in which case the Debtors will be required to pay cash income taxes with respect to the amount of net income and will reduce the amount of Cash proceeds available to be distributed to Holders of the Allowed Claims.

1. *Cancellation of Debt Income*

Under the Internal Revenue Code, a taxpayer generally recognizes cancellation of debt income ("CODI") to the extent that indebtedness of the taxpayer is cancelled for less than the amount owed by the taxpayer, subject to certain judicial or statutory exceptions. The most significant of these exceptions with respect to the Debtors is that taxpayers who are operating under the jurisdiction of a federal bankruptcy court are not required to recognize such income. In that case, however, the taxpayer must reduce its tax attributes, such as its net operating losses, general business credits, capital loss carryforwards, and tax basis in assets, by the amount of the CODI avoided. In this case, the Debtors expect that they may recognize significant CODI from the implementation of the Plan. As a result, the Debtors expect that their tax attributes may be reduced on account of such CODI. However, since the Debtors intend to liquidate, any remaining tax attributes will generally have no ongoing value to the Debtors or to the Holders of Claims or Holdings Interests.

**ARTICLE XI.
RECOMMENDATION OF THE DEBTORS**

The Debtors, the Committee and the Owners Representative believe that the Plan is in the best interests of all Holders of Claims against and Interests in the Debtors, and urge all Holders of Claims against and Interests in the Debtors entitled to vote to accept the Plan and to evidence such acceptance by returning their Ballots so they will be received by the Notice and Claims Agent by the Voting Deadline.

Dated: [DATE], 2014

EI Wind Down, Inc.

By: /s/
Name: Juliet Reising
Title: Chief Financial Officer

Prepared by:

*Counsel for the Debtors
and Debtors in Possession*

EXHIBIT A

**Debtors' Joint Plan of Liquidation
Pursuant to Chapter 11 of the Bankruptcy Code**

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

In re:)	Chapter 11
EI WIND DOWN, INC., <i>et al.</i> , ¹)	Case No. 14-10066 (BLS)
Debtors.)	Jointly Administered

**DEBTORS' AMENDED JOINT PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 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.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: EI Wind Down, Inc. f/k/a Edgenet, Inc. [4977] and EHC Holding Wind Down Corp. f/k/a Edgenet Holding Corporation [4146].

TABLE OF CONTENTS

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW 2

A. Defined Terms 2

B. Rules of Interpretation 10

C. Computation of Time..... 10

D. Governing Law 10

E. Reference to Monetary Figures..... 11

F. Controlling Document 11

ARTICLE II. ADMINISTRATIVE AND PRIORITY CLAIMS..... 11

A. Administrative Claims 11

B. Priority Tax Claims..... 13

C. U.S. Trustee Statutory Fees 13

ARTICLE III. CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS 13

A. Summary of Classifications 14

B. Treatment of Classes of Claims and Interests 14

C. Special Provision Governing Unimpaired Claims 16

D. Elimination of Vacant Classes 16

E. Voting Classes; Presumed Acceptance by Non-Voting Classes 16

F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code 16

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN 16

A. Global Plan Settlement 16

B. General Settlement of Claims 17

C. Post-Effective Date Debtors 17

D. Plan Administrator 17

E. The Plan Administrator Escrow 19

F. Sources of Consideration for Plan Distributions..... 20

G. Cancellation of Securities and Agreements 20

H. Corporate Action 20

I. Effectuating Documents; Further Transactions 21

J. Exemption from Certain Taxes and Fees 21

K. Release of Liens..... 21

L. Causes of Action..... **Error! Bookmark not defined.**

M. Closing the Chapter 11 Cases 22

ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES 22

A. Assumption and Assignment of Executory Contracts and Unexpired Leases 22

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases..... 22

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases 23

D. Purchase Agreement; Assumed Contracts 23

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements..... 24

F. Insurance Policies 24

G. Indemnification Obligations 24

H. Reservation of Rights..... 24

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS 25

A. Calculation of Amounts to Be Distributed..... 25

B. Rights and Powers of the Debtor and the Plan Administrator 25

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions..... 25

D. Compliance with Tax Requirements/Allocations 27

E.	Claims Paid or Payable by Third Parties	27
ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND INTERESTS..... 28		
A.	Resolution of Disputed Claims	28
B.	Disallowance of Claims	29
C.	Amendments to Claims.....	29
D.	No Interest	29
ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS..... 29		
A.	Compromise and Settlement of Claims, Interests, and Controversies	29
B.	Release of Liens	30
C.	Subordinated Claims	30
D.	Debtor Release	30
E.	Third Party Release.....	31
F.	Seller Noteholder Release.....	31
G.	Exculpation.....	32
H.	Injunction.....	32
I.	Waiver of Statutory Limitations on Releases	33
J.	Setoffs	33
ARTICLE IX. SUBSTANTIAL CONSUMMATION OF THE PLAN 33		
A.	Conditions Precedent to Consummation of the Plan.....	33
B.	Waiver of Conditions.....	34
C.	Effect of Non-Occurrence of Conditions to the Effective Date.....	34
ARTICLE X. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN 34		
A.	Modification and Amendments.....	34
B.	Effect of Confirmation on Modifications.....	35
C.	Revocation or Withdrawal of the Plan.....	35
ARTICLE XI. RETENTION OF JURISDICTION 35		
ARTICLE XII. MISCELLANEOUS PROVISIONS 37		
A.	Immediate Binding Effect.....	37
B.	Additional Documents	37
C.	Dissolution of Committee	37
D.	Reservation of Rights.....	37
E.	Successors and Assigns	38
F.	Service of Documents	38
G.	Term of Injunctions or Stays.....	39
H.	Entire Agreement.....	39
I.	Nonseverability of Plan Provisions.....	39
J.	Waiver or Estoppel	40

INTRODUCTION

The Debtors propose the following *Debtors' Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I of the Plan. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, for a discussion of (i) the Debtors' history, business and operations, (ii) a summary and analysis of this Plan, and (iii) certain related matters, including risk factors relating to the consummation of this Plan. All Holders of Claims who are eligible to vote on the Plan are encouraged to read the Plan and the accompanying Disclosure Statement (including all exhibits thereto) in their entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127, Bankruptcy Rule 3019 and the provisions of the Plan Support Agreement, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation.

The Plan is a liquidating plan. Pursuant to prior orders of the Bankruptcy Court, the Debtors have terminated their remaining business operations and have liquidated or are in the process of liquidating their remaining assets. The Plan provides for the continuation and completion of that liquidation process. Subject to the rights of certain parties in interest to object to the allowance and/or priority of such claims set forth in the Plan, to the extent not inconsistent with the Term Sheet, the Plan also provides for the payment in full to holders of allowed administrative claims and priority claims. The Plan further provides for the termination of all Interests in the Debtors, the dissolution and wind-up of the affairs of the Debtors and distributions to certain creditors as further provided herein. Confirmation of the Plan is contingent upon the satisfaction of all conditions precedent set forth in Article IX.A.

No solicitation materials, other than the Disclosure Statement and related materials transmitted therewith, have been approved for use in soliciting acceptances and rejections of the Plan. Nothing in the Plan should be construed as constituting a solicitation of acceptances of the Plan unless and until the Disclosure Statement has been approved and distributed to all Holders of Claims and Interests to the extent required by Bankruptcy Code section 1125.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ CAREFULLY THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS THERETO) AND THE PLAN, EACH IN ITS ENTIRETY, BEFORE VOTING 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 set forth below.

1. “*Administrative Claims*” means Claims for the costs and expenses of the administration of the Debtors’ Estates pursuant to section 503(b) of the Bankruptcy Code, including the Seller Noteholder Professional Fee Claims. For the avoidance of doubt, Claims asserting priority under section 503(b)(9) of the Bankruptcy Code are included in the definition of Administrative Claims, and, if Allowed, shall be paid in accordance with the Plan.

2. “*Administrative Claims Objection Bar Date*” means the first Business Day that is 120 days following the Effective Date, except as specifically set forth in the Plan or a Final Order, including, without limitation, the Bar Date Order.

3. “*Administrative Claims Bar Date*” means the first Business Day that is 30 days following the Effective Date, except as specifically set forth in the Plan or a Final Order, including, without limitation, the Bar Date Order.

4. “*Affiliate*” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

5. “*Allowed*” means with respect to Claims: (a) any Claim, proof of which is timely Filed by the applicable Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, a Proof of Claim is not or shall not be required to be Filed); (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; provided that, with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. “Allow” and “Allowing” shall have correlative meanings.

6. “*Articles of Incorporation*” means the articles of incorporation for EI Wind Down, Inc. and EHC Holding Wind Down Corp.

7. “*Avoidance Actions*” means any and all actual or potential claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws, which was not conveyed to the Purchaser in connection with the Sale Transaction.

8. “*Ballot*” means a ballot authorized by the Bankruptcy Court pursuant to the Disclosure Statement Order to indicate acceptance or rejection of the Plan and to opt out of the release provided by Article VIII.E of the Plan.

9. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as the same may be amended from time to time.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Delaware.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

12. “*Bar Date Order*” means that certain *Order (A) Establishing Bar Dates for Filing Proofs of Claim, Including Claims Under 11 U.S.C. Section 503(b)(9); (B) Approving the Form and Manner for Filing Proofs of Claims; and (C) Approving Notice Thereof* [Docket No. 203].

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

14. “*Cash*” means the legal tender of the United States or the equivalent thereof.

15. “*Cash Sale Proceeds*” means the Sale Proceeds that are Cash, if any.

16. “*Causes of Action*” means, subject to the releases, exculpations, and injunctions set forth in the Plan, any Claim, cause of action, controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or 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, including Avoidance Actions.

17. “*Chapter 11 Cases*” means the jointly administered chapter 11 cases commenced by the Debtors on the Petition Date and styled EI Wind Down, Inc., et al., Case No. 14-10066 (BLS), which are currently pending before the Bankruptcy Court.

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

19. “*Claims Bar Date*” means the bar date by which a Proof of Claim must be or must have been Filed, as established by (a) a Final Order of the Bankruptcy Court, including, without limitation, the Bar Date Order, or (b) pursuant to the Plan.

20. “*Claims Objection Bar Date*” means the first Business Day that is 120 days after the Effective Date.

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

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

23. “*Committee*” means the official committee of note holders appointed in the Chapter 11 Cases pursuant to section 1102(a)(1) of the Bankruptcy Code pursuant to that certain *Notice of Appointment of Committee of Note Holders* filed by the U.S. Trustee on March 13, 2014 [Docket No. 141].

24. “*Committee Members*” means all current and former members of the Committee, including each of the following, in each case solely in their capacity as such: (a) Timothy D. Choate; (b) Richard C. Pimson; (c) Robert H. Neal; (d) Fred Marxer; and (e) Martin Davis.

25. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

26. “*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.

27. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

28. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

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

30. “*Cure Obligations*” means: all (a) amounts (or such other amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults; and (b) other obligations required to cure any nonmonetary defaults under any Executory Contract or Unexpired Lease that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

31. “*D&O Policies*” means all insurance policies for directors, members, managers, trustees, and officers’ liability maintained by the Debtors’ Estates as of the Effective Date, including, without limitation: (a) that certain Policy No. 01-123-18-98, underwritten by Chartis Specialty Insurance Company and (b) that certain Policy No. [#####], underwritten by [Willis North America].

32. “*Debtor Release*” means the release given on behalf of the Debtors and their Estates to the Released Parties as set forth in Article VIII.D hereof.

33. “*Debtors*” means, collectively, each of the following: (a) EI Wind Down, Inc. f/k/a Edgenet, Inc. and (b) EHC Holding Wind Down Corp. f/k/a Edgenet Holding Corp.

34. “*DGCL*” shall have the meaning ascribed to it in 4 hereof.

35. “*Disclosure Statement*” means the *Disclosure Statement for the Debtors’ Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 27, 2014 [Docket No. []], as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

36. “*Disclosure Statement Order*” means the *Order (A) Approving the Adequacy of the Debtors’ Disclosure Statement, (B) Approving Solicitation and Notice Procedures With Respect to Confirmation of the Debtors’ Proposed Joint Plan of Liquidation, (C) Approving the Form of Various Ballots and Notices In Connection Therewith, (D) Scheduling Certain Dates With Respect Thereto, and (E) Granting Related Relief*, entered on [], 2014 [Docket No. []].

37. “*Disputed*” means, with respect to any Claim, any Claim that is not yet Allowed.

38. “*Distribution Record Date*” means the first Business Day that is two (2) Business Days after the Confirmation Date.

39. “*Effective Date*” means the date selected by the Debtors which is no later than two (2) Business Days after the date on which: (a) the Confirmation Date has occurred; (b) no stay of the Confirmation Order is in effect; and (c) all conditions precedent specified in Article IX of the Plan have been satisfied or waived.

40. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.
41. “*Equity Interests in Holding*” shall include any share of common stock, preferred stock or other instrument evidencing an ownership interest in Holding, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in Holding that existed immediately prior to the Effective Date.
42. “*Estate*” means, as to each Debtor, the estate created for such Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.
43. “*Exculpated Parties*” means, collectively: (a) the Released Parties; (b) the Committee and the Committee Members; (c) the Owners Representative; and (d) each of the Committee’s and the Owners Representative’s respective agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case solely in their capacity as such.
44. “*Exculpation*” means the exculpation provision set forth in Article VIII.G hereof.
45. “*Executory Contract*” means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
46. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Effective Date.
47. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Notice and Claims Agent.
48. “*Final Cash Collateral Order*” means the *Final Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to the Adequate Protection Parties, (C) Scheduling a Final Hearing and (D) Granting Related Relief*, entered on February 19, 2014 [Docket No. 83].
49. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended from time to time, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.
50. “*General Unsecured Claim*” means any unsecured Claim other than an Administrative Claim, a Professional Fee Claim, a Priority Tax Claim, an Other Priority Claim, the LPL Secured Claim, a Seller Noteholder Claim and a Section 510(b) Claim.
51. “*Global Plan Settlement*” means the settlement outlined in the Plan Support Agreement by and among the Debtors, Liberty, the Committee, and the Owners Representative.
52. “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.
53. “*Holder*” means any Entity holding a Claim or an Interest.
54. “*Holdings*” means EHC Holding Wind Down Corp., a Debtor in the Chapter 11 Cases.
55. “*Holdings Interests*” means all Interests in Holdings.
56. “*Impaired*” means, with respect to a Claim or Interest, or Class of Claims or Interests, “impaired” within the meaning of section 1124 of the Bankruptcy Code.

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

58. “*Indemnified Parties*” means: (a) the members of the Debtors’ boards of directors or boards of managers, as applicable, as of the Petition Date, as well as any additional directors or members of a board of managers, if any, appointed from the Petition Date through the Effective Date; (b) the Debtors’ officers as of the Petition Date, as well as any additional officers (if any) appointed from the Petition Date through the Effective Date; and (c) the Debtors’ employees, attorneys, accountants, investment bankers, financial and other advisors.

59. “*Initial Distribution Date*” means the date on which the Debtors make initial distributions to Holders of Allowed Claims pursuant to the Plan.

60. “*Interest*” means any interest, equity, or share in the Debtors, including all options, warrants, or other rights to obtain such an interest or share in such Debtor, whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security, including any Claim subject to subordination under section 510(b) of the Bankruptcy Code arising therefrom.

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

62. “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

63. “*Liberty*” shall mean LPL and its affiliates, including Liberty Partners Holdings 44, L.L.C., and Liberty Partners, L.P.

64. “*Liberty Contribution*” means cash in the amount of \$1,340,000 to be contributed by LPL, via a reduction in its Secured Claim, on the Effective Date to fund the recovery of the Seller Noteholder Claims and the Seller Noteholder Professional Fee Claims, subject to Bankruptcy Court Approval.

65. “*Liberty Paydown Motion*” means the “Debtors’ Motion for Entry of an Order Authorizing and Directing the Debtors to Make Payment from Sale Proceeds to Liberty Partners Lenders, L.L.C. and to Enter into Plan Support Agreement” [Docket No. 376].

66. “*Liberty Paydown Order*” means the “Order Granting the Debtors’ Motion for Entry of an Order Authorizing and Directing the Debtors to Make Payment from Sale Proceeds to Liberty Partners Lenders, L.L.C. and to Enter into Plan Support Agreement”, entered on September 29, 2014 [Docket No. 398], authorizing the Debtors to distribute to LPL \$5 million in Cash other than Cash Sale Proceeds.

67. “*LPL*” means Liberty Partners Lenders, L.L.C.

68. “*Local Bankruptcy Rules*” means the local rules of bankruptcy practice and procedure of the United States Bankruptcy Court for the District of Delaware.

69. “*Notice and Claims Agent*” means Phase Eleven Consultants LLC, in its capacity as notice and claims agent and administrative advisor for the Debtors’ Estates pursuant to 28 U.S.C. § 156(c).

70. “*Other Priority Claim*” means a Claim asserting a priority described in section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a Professional Fee Claim; and (c) a Priority Tax Claim.

71. “*Owners Representative*” means Ernest Wu in his capacity as the Owners Representative pursuant to the Acquisition Agreement and Plan of Merger among Edgenet Holding Corporation, Edgenet Acquisition Corp., Edgenet, Inc. and Certain Owners of Edgenet, Inc. dated as of August 31, 2004.

72. “*Owners Representative Professionals*” means (i) Cross & Simon, LLC and (ii) Bone McAllester Norton PLLC.

73. “*Owners Representative Reimbursement Claim*” means the claim for reimbursement of legal fees and expenses incurred by the Owners Representative, in his capacity as such, in connection with these Chapter 11 Cases.

74. “*Person*” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

75. “*Petition Date*” means January 14, 2014, the date on which the Debtors commenced the Chapter 11 Cases.

76. “*Plan*” means this *Debtors’ Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, as amended, supplemented, or modified from time to time.

77. “*Plan Administrator*” means Juliet Reising, solely in her capacity as such.

78. “*Plan Administrator Escrow*” means one or more interest-bearing escrow accounts to be funded by the Debtors with Cash on the Effective Date in an amount equal to the Plan Administrator Escrow Amount and used to fund the reasonable and documented fees and expenses of the Plan Administrator.

79. “*Plan Administrator Escrow Amount*” means \$55,600 in Cash used to fund the Plan Administrator Escrow.

80. “*Plan Support Agreement*” means the agreement entered into by and between the Debtors, LPL, the Committee, and the Owners Representative, dated September 11, 2014, and the Plan Term Sheet attached as Exhibit A to the Plan Support Agreement.

81. “*Post-Effective Date Debtor*” means the Debtors, on and after the Effective Date.

82. “*Post-Effective Date Debtor Assets*” means: (a) the Professional Fee Escrow; (b) the Priority Claims Reserve; (c) the Plan Administrator Escrow; (d) the D&O Policies; (e) the LLC Agreement; (f) the Post-Effective Date Debtor Causes of Action; and (g) the Debtors’ rights under the Purchase Agreement, including all rights of recovery under the Purchase Agreement and any ancillary agreements among the Debtors and the Purchaser; provided, however, that notwithstanding anything herein to the contrary, Post-Effective Date Assets shall not include the Liberty Contribution.

83. “*Post-Effective Date Debtor Causes of Action*” means the Causes of Action that are not waived, relinquished, exculpated, released, compromised, or settled under the Plan; provided, however, that notwithstanding anything herein to the contrary, Post-Effective Date Causes of Action shall not include the Wu Adversary Proceeding.

84. “*Post-Effective Date Debtor Distribution*” means distribution of the Post-Effective Date Debtor Assets on the Effective Date in accordance with Article IV.C hereof.

85. “*Priority Claims*” means, collectively: (a) Priority Tax Claims; and (b) Other Priority Claims.

86. “*Priority Claims Reserve*” means the account to be established and maintained by the Plan Administrator and funded with the Priority Claims Reserve Amount pursuant to Article IV.D.2 hereof.

87. “*Priority Claims Reserve Amount*” means Cash in an amount of \$100,000.00 to be funded by the Debtors and used by the Plan Administrator for the payment of Priority Tax Claims and Other Priority Claims Allowed after the Effective Date to the extent that such Claims have not been paid in full on or before the Effective Date.

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

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

90. “*Professional*” means any entity retained in the Chapter 11 Cases in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 326, 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code.

91. “*Professional Fee Claims*” mean all Claims for accrued fees and expenses (including success fees) for services rendered and expenses incurred by a Professional from the Petition Date through and including the Effective Date to the extent such fees and expenses have not been paid or are not disallowed pursuant to an order of the Bankruptcy Court and regardless of whether a fee application has been filed for such fees and expenses. For the avoidance of doubt, Professional Fee Claims include the Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim, unless expressly stated otherwise.

92. “*Professional Fees Claims Estimate*” means the amount of Professional Fee Claims that are estimated by each applicable Professional in good faith to be accrued but unpaid as of the Effective Date; provided, however, that Seller Noteholder Professionals and the Owners Representative Professionals shall not provide such an estimate.

93. “*Professional Fee Escrow*” means one or more interest-bearing escrow accounts to be funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Claims Estimate. For avoidance of doubt, the Professional Fee Escrow will not include funds to pay any Seller Noteholder Professional Fees or the Owners Representative Reimbursement Claim.

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

95. “*Purchase Agreement*” means that certain Asset Purchase Agreement by and among Edgenet, Inc., Edgenet Holding Corporation, and the Purchaser, dated as of June 6, 2014.

96. “*Purchaser*” means EdgeAQ, LLC together with its successors and permitted assigns.

97. “*Released Parties*” means: (a) each Debtor; (b) the Debtors’ current and former officers, directors, and managers; (c) the Plan Administrator; (d) each Entity that holds Holdings Interests, and each such Entity’s affiliated funds and any Entity that has a direct or indirect interest in any of the foregoing Entities; (e) Liberty; (f) the Committee; and (g) each of the foregoing Entities’ respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, in each case solely in their capacity as such; provided that, as a condition to receiving or enforcing any release granted pursuant to Article VIII.D or Article VIII.E hereof, each Released Party and its Affiliates shall release or be deemed to have released the Releasing Parties, the Estates, and the Debtors for any and all Claims or Causes of Action arising from or related to their relationship with the Debtors, but not, for the avoidance of doubt, Professional Fee Claims. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that checks the box on the Ballot and returns such Ballot in accordance with the Disclosure Statement Order to opt out of the third party release provided in Article VIII.E hereof be a Released Party. Notwithstanding anything herein to the contrary, “Released Parties” shall not include the Florida State Board of Administration and its affiliated funds

98. “*Releasing Parties*” means: (a) the Released Parties; (b) with respect to any other Entities, Holders of Claims other than Holders of Seller Noteholder Claims who vote to accept the Plan that do not affirmatively opt out of the third party release provided by Article VIII.E hereof pursuant to a duly executed Ballot; and (c) with respect to each of the foregoing Entities, their respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such; provided that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that checks the box on the Ballot and returns such Ballot in accordance with the Disclosure Statement Order to opt out of the third party release provided in Article VIII.E hereof be a Releasing Party.

99. “*Sale Proceeds*” means all proceeds from the Sale Transaction, including the Cash Sale Proceeds from the Sale Transaction and the right to enforce the Purchase Agreement.

100. “*Sale Transaction*” means that certain transaction between the Debtors and the Purchaser as set forth in the Purchase Agreement.

101. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

102. “*Section 510(b) Claims*” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code.

103. “*Secured Claim*” means a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, 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 such 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) otherwise Allowed pursuant to the Plan or a Final Order as a Secured Claim.

104. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

105. “*Seller Notes*” means the Subordinated Promissory Notes issued to the selling shareholders of Edgenet, Inc.

106. “*Seller Noteholders*” means the holders of the Subordinated Promissory Notes

107. “*Seller Noteholder Claims*” means all Claims held by the Seller Noteholders on account of the Seller Notes.

108. “*Seller Noteholder Professionals*” means (i) Cooley LLP and (ii) Morris James LLP.

109. “*Seller Noteholder Professional Fee Claims*” means the Allowed Administrative Claims of the Seller Noteholder Professionals for fees and expenses incurred in connection with these Chapter 11 Cases.

110. “*Seller Noteholder Release*” means the release given on behalf of the Seller Noteholders, including the Owners Representative, to the Released Parties as set forth in Article VIII.F hereof.

111. “*Solicitation Procedures*” means that form of solicitation procedures approved by and attached as an exhibit to the Disclosure Statement Order.

112. “*Subsequent Distribution Date*” means the date on which the Plan Administrator, in their reasonable discretion, elects to make distributions to Holders of Allowed Claims pursuant to the Plan.

113. “*Unexpired Lease*” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

114. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

115. “*United States*” means the United States of America and its agencies.

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

117. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

118. “*Wind Down*” means the wind down and dissolution of the Debtors’ Estates following the Effective Date as set forth in 4 hereof.

119. “*Wu Adversary Proceeding*” means the adversary proceeding initiated by the Debtors against Ernest Han-Ping Wu as the Owners Representative on February 10, 2014, docketed as Adversary Number 14-50046.

B. Rules of Interpretation

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference in the Plan to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference in the Plan to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented from time to time; (4) unless otherwise specified, all references in the Plan to “Articles” are references to Articles hereof or hereto; (5) unless otherwise stated, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) 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 hereof; (7) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (8) any term used in capitalized form in the Plan that is not otherwise defined in Article I of this Plan or any exhibit hereto but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (9) 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; (10) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like as applicable; and (11) any immaterial effectuating provisions may be interpreted by the Debtors or the Plan Administrator in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or Allowed in the Plan.

D. Governing Law

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection

herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures

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

F. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

ARTICLE II

ADMINISTRATIVE AND PRIORITY CLAIMS

A. Administrative Claims

Subject to the provisions of sections 327, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed Administrative Claim and, as applicable, the Debtors or the Plan Administrator agree to less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Debtors or the Plan Administrator shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash from the Liberty Contribution through a dollar-for-dollar reduction of LPL's Secured Claim, as applicable: (i) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (ii) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (iii) at such later time as may be agreed upon by such Holder and the Debtors or the Plan Administrator, as applicable; or (iv) at such time and upon such terms as set forth in an order of the Bankruptcy Court. For the avoidance of doubt, Administrative Claims include all Professional Fee Claims. Furthermore, notwithstanding anything herein to the contrary, the Plan's treatment of Administrative Claims shall not affect payment of the Professional Fee Claims in accordance with paragraphs 12(c) and 20 of the Final Cash Collateral Order.

On the Effective Date, the Debtors shall transfer an amount totaling the Liberty Contribution in immediately available funds by wire transfer to a segregated account to be held by Cooley LLP, which funds shall be used to pay the Seller Noteholder Professionals and the Owners Representative Reimbursement Claim (subject to Bankruptcy Court approval in amounts as identified below) and the Allowed Seller Noteholder Claims on a pro rata basis. The only Administrative Claims that shall be paid from the Liberty Contribution shall be the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim (to the extent that it may be characterized as an Administrative Claim), all of which are subject to Bankruptcy Court approval, and include the following:

- On account of fees and expenses incurred in connection with representing the Committee through and including the Effective Date, Cooley LLP and Morris James LLP will collectively be paid \$260,000, to be split pro rata between the two firms based on the total accrued fees for each firm as of the Effective Date. As of September 30, 2014, Cooley LLP has accrued approximately \$340,000 in fees and expenses, and Morris James LLP has accrued approximately \$135,000 in fees and expenses. Fees and expenses continue to accrue after September 30, 2014.
- Separate and apart from the payment identified immediately above, Seller Noteholders Davis Carr, Timothy Choate and Fred Marxer will collectively be reimbursed a total of \$39,139.67 (\$13,046.55 to each of Messrs. Choate and Marxer

and \$13,046.57 to Mr. Carr), which represents amounts such Seller Noteholders paid to Morris James LLP on account of fees and expenses incurred in connection with efforts to appoint the Committee.

- After payment of the amounts indicated above, Cooley LLP will transfer the remaining funds to the Owners Representative or his designee to make the following distributions. The Owners Representative will be reimbursed a total of \$225,000 on account of the Owners Representative Reimbursement Claim, which represents amounts paid by the Owners Representative, Timothy Choate, Albert Wu, Karen Wu, James Wu, Robert Neal and James Robert Hendrick to Cross & Simon, LLC and Bone McAllester Norton PLLC. As of September 30, 2014, the Owners Representative had accrued approximately \$135,000 on account of fees and expenses of Cross & Simon, LLC and has accrued approximately \$100,000 on account of fees and expenses Bone McAllester Norton PLLC. Fees and expenses continue to accrue after September 30, 2014.

Accordingly, from the Liberty Contribution, a total of \$525,000 will be paid on account of Seller Noteholder Professional Fees and reimbursed to the Owners Representative (subject to Bankruptcy Court approval), in full and final satisfaction of all Professional Fees accrued by the Seller Noteholder Professionals and the Owners Representative for or on behalf of the Seller Noteholders or the Owners Representative, respectively, in these Chapter 11 Cases, leaving \$815,000 to be paid on account of Seller Noteholder Claims. Assuming that Allowed Seller Noteholder Claims collectively aggregate \$18,401,287.65, the Plan provides for a recovery of approximately 4.4% on account of the Allowed Seller Noteholder Claims. A summary of the anticipated distribution to each Seller Noteholder is set forth on Exhibit C to the Disclosure Statement.

The Allowed Administrative Claims and Allowed Professional Fee Claims of entities other than the Seller Noteholders and the Owners Representative Reimbursement Claim, shall be funded by a dollar-for-dollar reduction of LPL's Secured Claim and shall not reduce the Liberty Contribution.

1. Administrative Claims Bar Date

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the Bar Date Order) or as provided by this Article II hereof, unless previously Filed, requests for payment of Administrative Claims, other than requests for payment of Professional Fee Claims, must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, the Plan Administrator, or the Post-Effective Date Debtor Assets, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date or by such earlier deadline as may be established for a particular application. Except with respect to Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim, under no circumstances shall Holders of Administrative Claims receive payment from the Liberty Contribution.

2. Professional Fee Escrow

If the Professional Fee Claims Estimate is greater than zero, as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. The Debtors shall fund the Professional Fee Escrow with Cash equal to the Professional Fee Claims Estimate. For the avoidance of doubt, the Professional Fee Claims Estimate shall not be deemed to limit the amount of fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court. If a Professional does not provide a Professional Fee Claims Estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. Except as provided in the Plan, the Professional Fee Escrow shall be funded on the Effective Date and maintained in trust by the Plan Administrator for

the Professionals and shall not be considered property of the Debtors' Estates. When all Allowed Professional Fee Claims have been paid in full, amounts remaining in the Professional Fee Escrow, if any, shall be transferred to LPL and shall be distributed in accordance with the Plan.

To the extent that funds held in the Professional Fee Escrow are unable to satisfy the amount of Allowed Professional Fee Claims owing to the Professionals after application of funds held in the Professional Fee Escrow, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which Allowed Administrative Claim shall be satisfied in accordance with the Plan.

Notwithstanding anything herein to the contrary, this Article II.A.2 shall not apply to Seller Noteholder Professionals or the Owners Representative Professionals.

3. Final Fee Applications

All final requests for payment of Professional Fee Claims, not including the Owners Representative Reimbursement Claim, shall be Filed no later than the first Business Day that is 45 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 Professional Fee Claims shall be determined by the Bankruptcy Court. Subject to Article II.A hereof, Allowed Professional Fee Claims shall be paid in Cash, or as otherwise provided herein, after such Claims are Allowed by an order of the Bankruptcy Court, which order is not subject to a stay. For the avoidance of doubt, the Owners Representative Professionals will not file a Final Fee Application. All Professional Fees owed to the Owners Representative Professionals will be paid from the Liberty Contribution on the Effective Date as described in Article II.A.

B. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and, as applicable, the Debtors or the Plan Administrator agree to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction, settlement, and release of and in exchange for release of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code and paid the full unpaid amount of such Allowed Priority Tax Claim in Cash, on or as soon as practicable after the latest of: (i) the Effective Date; (ii) the date such Allowed Priority Tax Claim becomes Allowed; and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law. For the avoidance of doubt, payment of Allowed Priority Tax Claims shall not reduce the Liberty Contribution, but rather LPL's Secured Claim shall be reduced on a dollar-for-dollar basis on account of payment of Allowed Priority Tax Claims. Further, any Claims asserted by a governmental unit not entitled to priority under the Bankruptcy Code shall not be Priority Tax Claims. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

C. *U.S. Trustee Statutory Fees*

The Debtors or the Plan Administrator, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. For avoidance of doubt, payment of the U.S. Trustee Fees shall not reduce the Liberty Contribution, but rather shall reduce LPL's Secured Claim on a dollar-for-dollar basis.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

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 this Article III.

A. *Summary of Classifications*

All Claims and Interests, other than Administrative Claims and Priority Tax Claims are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The Debtors reserve the right to withdraw the Plan with respect to one or both Debtors while seeking Confirmation or approval of the Plan with respect to the other Debtor, subject to the Plan Support Agreement.

The Plan constitutes a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. To the extent there are no Holders of Claims or Interests in a particular Class or Classes, such Claims or Interests shall be treated as set forth in Article III.D. hereof.

Class	Claims and Interests	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	LPL's Secured Claim	Impaired	Entitled to Vote
3	Seller Noteholder Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Equity Interests in the Debtors	Impaired	Not Entitled to Vote (Deemed to Reject)

B. *Treatment of Classes of Claims and Interests*

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agree to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, and release of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

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 be paid in full, in Cash on account of such Allowed Class 1 Claim.
- (c) *Voting:* Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are 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—LPL's Secured Claim

- (a) *Classification:* Class 2 consists of LPL's Secured Claim.
- (b) *Treatment:* LPL shall receive all Cash in the Debtors' estates less the Liberty Contribution and amounts used to fund the Plan Administrator Escrow, the Priority Claims Reserve and the Professional Fee Escrow. For the avoidance of doubt, LPL's Secured Claim shall be reduced, on a dollar-for-dollar basis, by payment of (a) all Allowed Administrative Claims (other than the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim); (b) all Allowed Professional Fee Claims in accordance with paragraphs 12(c) and 20 of the Final Cash Collateral Order (other than the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim); (c) Priority Tax Claims; (d) Other Priority Claims; and (e) U.S. Trustee Fees. For further avoidance of doubt, LPL shall receive all Cash remaining in the Priority Claims Reserve, the Professional Fee Escrow and the Plan Administrator Escrow after payment of all obligations in full required to be paid from same.
- (c) *Voting:* Class 2 is Impaired. As such, LPL is entitled to vote to accept or reject the Plan.

3. Class 3—Seller Noteholder Claims

- (a) *Classification:* Class 3 consists of the Seller Noteholder Claims.
- (b) *Treatment:* Each Holder of an Allowed Class 3 Claim shall receive a *pro rata* share, based on the total amount by value of Allowed Seller Noteholder Claims, of the remainder of the Liberty Contribution after holdback for payment of the Allowed Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim (as allowed by the Bankruptcy Court and in such amounts as agreed among such entities, the Committee and the Owners Representative as described in Article II.A. hereof).
- (c) *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 all General Unsecured Claims against any Debtor.
- (b) *Treatment:* Each Holder of an Allowed Class 4 Claim shall receive no distribution under the Plan. For the avoidance of doubt, holders of General Unsecured Claims shall not be entitled to be paid from the Liberty Contribution.
- (c) *Voting:* Class 4 is Impaired. Holders of Claims in Class 4 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

5. Class 5—Section 510(b) Claims

- (a) *Classification:* Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment:* Each Holder of an Allowed Class 5 Claim shall receive no distribution under the Plan. For the avoidance of doubt, Holders of Section 510(b) Claims shall not be entitled to be paid from the Liberty Contribution.

- (c) *Voting:* Class 5 is Impaired. Holders of Claims in Class 5 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

6. Class 6—Equity Interests in the Debtors

- (a) *Classification:* Class 6 consists of all holders of equity interests in the Debtors.
- (b) *Treatment:* Each Holder of an Allowed Class 6 Interests shall receive no distribution under the Plan. For the avoidance of doubt, Holders of Allowed Class 6 Interests shall not be entitled to be paid from the Liberty Contribution. Equity interests in the Debtors shall be discharged, cancelled, released, and extinguished as of the Effective Date.
- (c) *Voting:* Class 6 is Impaired. Holders of Interests in Class 6 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, 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 rights of the Plan Administrator, the Debtors, or the Debtors' Estates in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Elimination of Vacant Classes*

Any Class of Claims or Interests that 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 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. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

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

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Global Plan Settlement*

This Plan is predicated upon the Global Plan Settlement entered into among the Debtors, Liberty, the Committee, and the Owners Representative as set forth in this Plan. In accordance with the Global Plan Settlement, and in exchange for the Seller Noteholders' support of the Plan, including the Seller Noteholder Release, LPL will contribute, on the Effective Date, the Liberty Contribution, which after holdback for payment of the Allowed

Seller Noteholder Professional Fee Claims and the Owners Representative Reimbursement Claim, is to be distributed to the Seller Noteholders in accordance with Article III.B hereof and in full and final satisfaction, settlement, release, and discharge of the Seller Noteholder Claims. In addition, on the Effective Date, the Debtors will dismiss, with prejudice, the Wu Adversary Proceeding.

On account of its Secured Claim, LPL has received (a) \$5 million in Cash other than Cash Sale Proceeds from the sale of the Debtors' Assets, following entry of the Liberty Paydown Order, and will receive (b) all Cash remaining in the Debtors' estate, plus including the Cash Sale Proceeds, less the Liberty Contribution and amounts used to fund the Plan Administrator Escrow, the Priority Claims Reserve and the Professional Fee Escrow. For the avoidance of doubt, LPL shall receive all Cash remaining the Priority Claims Reserve, the Professional Fee Escrow and the Plan Administrator Escrow after payment of all obligations in full required to be paid from the same.

The Plan and Disclosure Statement, jointly, and all exhibits attached thereto, shall serve as, and shall be deemed to be, a motion for entry of an order under Bankruptcy Rule 9019 approving the Global Plan Settlement. Objections to the Global Plan Settlement must be filed and served on or before the Confirmation Objection Deadline, or such later date as may be established by the Bankruptcy Court; provided, however, pursuant to the terms of the Plan Support Agreement, if any party thereto objects to the Global Plan Settlement, such shall be a default thereunder. If any objections are timely filed and served, a hearing with respect to the Global Plan Settlement and the objections thereto shall be held at the Confirmation Hearing.

B. General Settlement of Claims

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, Interests, and controversies resolved pursuant to the Plan. Without limiting the generality of the foregoing, the distributions to the Seller Noteholders are solely on account of the compromise and settlement of the dispute over the perfection and validity of the Owners Representative's liens purportedly securing the Seller Notes, including the releases from the Seller Noteholders to Liberty as part thereof.

C. Post-Effective Date Debtors

From and after the Effective Date, the Post-Effective Date Debtor shall continue in existence for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously and efficaciously as reasonably possible, (2) paying remaining Allowed Priority Claims, as well as Allowed Professional Fee Claims, (3) paying the Liberty Contribution to a segregated account to be held at Cooley LLP on the Effective Date; (4) enforcing and prosecuting claims, interests, rights, and privileges under the Post-Effective Date Debtor Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith, (4) holding the D&O Policies and the Articles of Incorporation, (5) filing appropriate tax returns, and (6) administering the Plan in an efficacious manner.

On the Effective Date, the Post-Effective Date Debtor Assets shall vest in the Post-Effective Date Debtor for the purpose of liquidating the Estates and Consummating the Plan. The Post-Effective Date Debtor Assets shall be held free and clear of all liens, claims, and interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any distributions to be made under the Plan from the Post-Effective Date Debtor Assets shall be made by the Plan Administrator. Notwithstanding anything herein to the contrary, the Post-Effective Date Debtor and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order. Once all of the Post-Effective Date Debtors' assets have been administered, the Debtors are entitled to dissolve, and shall dissolve.

D. Plan Administrator

The Plan Administrator shall act for the Post-Effective Date Debtor in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same).

On the Effective Date, the authority, power, and incumbency of the persons acting as officers and directors of the Debtors shall be deemed to have resigned, and the Plan Administrator shall be appointed as the sole director and sole officer of the Post-Effective Date Debtor and shall succeed to the powers of the Debtors' directors and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtor.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Post-Effective Date Debtor Assets and wind down the businesses and affairs of the Debtors and the Post-Effective Date Debtor, including: (1) liquidating the Post-Effective Date Debtor Assets or using the same to satisfy appropriate obligations therefrom; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Post-Effective Date Debtor Assets; (3) making distributions from the Post-Effective Date Debtor Assets as contemplated under the Plan; (4) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtor; (5) employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (6) paying all reasonable fees and expenses of the Post-Effective Date Debtor, without any further order of the Bankruptcy Court; (7) administering and paying taxes of the Post-Effective Date Debtor, including filing tax returns and paying all applicable taxes; (8) representing the interests of the Post-Effective Date Debtor or the Estates before any taxing authority in all matters, including any action, suit, proceeding or audit; and (9) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

1. Tax Returns

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Cases, as determined under applicable tax laws.

2. Priority Claims Reserve

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall fund, and the Plan Administrator shall establish and thereafter maintain, the Priority Claims Reserve with the Priority Claims Reserve Amount in an authorized depository (as set forth in the guidelines for the office of the United States Trustee in force at such time in the District of Delaware), which funds shall vest in the Post-Effective Date Debtor free and clear of all liens, Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in the Plan or in the Confirmation Order. Funds in the Priority Claims Reserve shall be used by the Plan Administrator only for the payment of Priority Claims Allowed after the Effective Date to the extent that such Priority Claims have not been paid in full on or prior to the Effective Date. To the extent any funds remain in the Priority Claims Reserve after all of such Priority Claims have been Allowed and paid or otherwise satisfied in full, such remaining funds shall be distributed by the Plan Administrator to LPL in accordance with the Plan. Notwithstanding anything to the contrary herein, neither the Plan Administrator, the Post-Effective Date Debtor, nor any other party in interest shall be obligated to fund the Priority Claims Reserve in excess of the amount approved by the Bankruptcy Court under the Confirmation Order—i.e., the Priority Claims Reserve Amount.

3. D&O Policies

Notwithstanding anything to the contrary contained herein or in the Confirmation Order, Confirmation of the Plan shall not impair or otherwise modify any obligations arising under the D&O Policies or any D&O coverages. In addition, after the Effective Date, the Plan Administrator shall not terminate or otherwise reduce D&O coverages or the coverage under any D&O Policy, including, without limitation, any "tail policy," in effect as of the Petition Date, and all directors, managers, and officers of the Debtors who served in such capacity as of the Petition Date at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

4. Wind Down

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as reasonably practicable after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Plan Administrator shall: (1) file for each of the Debtors a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable), including, but not limited to, any actions contemplated in sections 275–283 of the General Corporation Law of the State of Delaware (the “*DGCL*”); and (2) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan (for purposes of clause (2) of the preceding sentence, the Plan shall constitute a plan of distribution as contemplated in the *DGCL*). The certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the equity holders or boards of directors or managers of any Debtor and from and after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Debtors for all purposes shall be deemed to have: (1) withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations; (2) shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal; (3) shall be deemed to have cancelled pursuant to the Plan all Interests; (4) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date; and (5) for the avoidance of doubt, except with respect to the Post-Effective Date Debtor as set forth herein, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

5. Exculpation; Indemnification; Insurance

The Plan Administrator, all professionals retained by the Plan Administrator, and representatives of each of the foregoing shall be deemed exculpated and indemnified in all respects. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtor, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Plan Administrator. The Plan Administrator may conclusively rely, and shall be fully protected personally in acting upon, any statement, instrument, opinion, report, notice, request, consent, order or other instrument or document that it believes to be genuine and to have been signed or presented by the proper party. The Plan Administrator may rely upon written information previously generated by the Debtors or the Post-Effective Date Debtor.

6. Dissolution of the Post-Effective Date Debtor

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtor shall be deemed to be dissolved without any further action by the Post-Effective Date Debtor, or the Plan Administrator, including the filing of any documents with the secretary of state for the state in which the Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtor in and withdraw the Post-Effective Date Debtor from applicable state(s).

E. The Plan Administrator Escrow

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall fund, and the Plan Administrator shall establish and thereafter maintain, the Plan Administrator Escrow with the Plan Administrator Escrow Amount in an authorized depository as approved by the guidelines for the Office of the United States

Trustee then in effect for the District of Delaware, which funds shall vest in the Post-Effective Date Debtor free and clear of all liens, Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in the Plan or in the Confirmation Order. Funds in the Plan Administrator Escrow shall be used by the Plan Administrator for the payment reasonable and documented fees and expenses of the Plan Administrator. For the avoidance of doubt, the Plan Administrator Escrow shall not reduce the Liberty Contribution. To the extent any funds remain in the Plan Administrator Escrow after the dissolution of the Post-Effective Date Debtor and the payment or otherwise satisfaction in full of all reasonable and documented fees and expenses of the Plan Administrator, such remaining funds shall be distributed by the Plan Administrator to LPL for the benefit of LPL in accordance with the Plan.

F. Sources of Consideration for Plan Distributions

Subject to and only to the extent provided in the Global Plan Settlement, all Cash necessary for the Debtors and/or the Plan Administrator to make payments of Cash pursuant to the Plan shall be obtained from the following sources: (a) the Debtors' Cash on hand as of the Effective Date, including the Sale Proceeds, (b) the Liberty Contribution, and (c) reductions in LPL's Secured Claim, each of which shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims provided herein.

G. Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of any Debtor under any certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim or Interest shall be cancelled as to the Debtors; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised; provided that, notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein.

H. Corporate Action

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

Upon the Effective Date or as soon as reasonably practicable thereafter, the existing boards of directors and managers, as applicable, of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, shareholders, and members and any all remaining officers or directors of each Debtor shall be dismissed without any further action required on the part of any such Debtor, the shareholders of such Debtor, or the officers and directors of such Debtor. The directors, managers, and officers of the Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, and other agreements or documents and take such other actions as they may deem necessary or appropriate in their sole discretion to implement the provisions of this Article IV.H.

The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under applicable nonbankruptcy law.

I. Effectuating Documents; Further Transactions

Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Plan Administrator is, authorized to and may issue, execute, deliver, file, or record such contracts, 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, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

J. Exemption from Certain Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

K. Release of Liens

Except as otherwise provided in the Plan, the Confirmation Order, or in any document, instrument, or other agreement created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens, or other security interests against the property of the Estates shall be released; provided, however, that any Liens held by LPL shall not be released unless and until LPL receives its distribution under the Plan.

L. Causes of Action

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled under the Plan or any Final Order (including, for the avoidance of doubt, any claims or Causes of Action released pursuant to Article VIII.D hereof), the Debtors reserve and, as of the Effective Date, assign to the Post-Effective Date Debtor the Post-Effective Date Debtor Causes of Action, respectively. On and after the Effective Date, the Plan Administrator may pursue the Post-Effective Date Debtor Causes of Action on behalf of and for the benefit of their respective beneficiaries.

While the Plan Administrator is empowered to assert Post-Effective Date Debtor Causes of Action on behalf of the Post-Effective Date Debtor, it is not anticipated that any such claims or Causes of Action will be asserted, as it is believed that none exist which would enhance the Post-Effective Date Debtor's estate. To the extent that any Post-Effective Date Debtor Causes of Action is asserted under chapter 5 of the Bankruptcy Code, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to Holders of Allowed Class 4 Claims, in accordance with the Plan, but, again it is not anticipated that any such claims or Causes of Action exist or will be asserted. To the extent any non-Chapter 5 Post Effective Date Debtor Causes of Action are asserted, any recoveries, net of the payment of sums on account of any professional fees incurred in prosecuting such claims or Causes of Action will be paid to LPL in accordance with the Plan.

No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any such Cause of Action against them as any indication that the Debtors, the Post-Effective Date Debtor, or the Plan Administrator will not pursue any and all available Causes of Actions against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion (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 Debtors reserve such Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator shall retain and shall have, including through its authorized agents or representatives, 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.

In connection with the Global Plan Settlement, the Debtors, Liberty, the Committee, and the Owners Representative have agreed that the Debtors will dismiss, with prejudice, the Wu Adversary Proceeding on the Effective Date. Accordingly, notwithstanding anything herein to the contrary, the Wu Adversary Proceeding shall not constitute a Post-Effective Date Debtor Cause of Action.

M. Closing the Chapter 11 Cases

When all remaining Cash has been distributed in accordance with the Plan, and the business and affairs of the Post-Effective Date Debtor have been otherwise wound down, the Plan Administrator shall seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

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

A. Assumption and Assignment of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan; (2) is subject to a pending motion to assume or reject such Unexpired Lease or Executory Contract as of the Effective Date; (3) was assumed or assumed and assigned to the Purchaser or another third party, as applicable, in connection with the Sale Transaction; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (5) is a D&O Policy; or (6) is the Purchase Agreement. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

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

Any Cure Obligations 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 Cure Obligation in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitation described below, by the Debtors as an Administrative Claim, as applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Obligation, (2) the ability of the Debtors' Estates or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the Cure Obligations required by section 365(b)(1) of the Bankruptcy Code shall be satisfied following the entry of a Final Order or orders resolving

the dispute and approving the assumption; provided that prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator may settle any dispute regarding the amount of any Cure Obligation without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Unless otherwise provided by an order of the Bankruptcy Court, at least twenty-one (21) days before the Confirmation Hearing, the Debtors shall cause notice of proposed assumption and proposed Cure Obligations to be sent to applicable counterparties. Any objection by such counterparty must be Filed, served, and actually received by the Debtors not later than fourteen (14) days after service of notice of the Debtors' proposed assumption and associated Cure Obligations. 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 Obligation.

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, subject to satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption and/or assignment. **Anything in the Schedules and any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with Bankruptcy Court and served on the Debtors or, after the Effective Date, the Plan Administrator, as applicable, no later than thirty (30) days after the earlier of the Effective Date or the effective date of rejection of such Executory Contract or Unexpired Lease. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court and served on the Debtors or, after the Effective Date, the Post-Effective Date Debtors and Plan Administrator, as applicable, no later than fourteen (14) days after service of the Debtors' proposed rejection of such Executory Contract or Unexpired Lease.

Any Holders of Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claims were not timely Filed as set forth in the paragraph above shall not (1) be treated as a creditor with respect to such Claim, (2) be permitted to vote to accept or reject the Plan on account of any Claim arising from such rejection, or (3) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Post-Effective Date Debtor, the Debtors' Estates, or the property for any of the foregoing without the need for any objection by the Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' prepetition Executory Contracts or prepetition Unexpired Leases shall be classified as General Unsecured Claims against the appropriate Debtor, except as otherwise provided by order of the Bankruptcy Court.

D. Purchase Agreement; Assumed Contracts

The Debtors' assumption or rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall be subject in all respects to the Purchaser's rights and obligations, including any Cure Obligations assumed by the Purchaser in accordance with the Purchase Agreement, with respect to any such Executory Contracts or Unexpired Leases.

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

Unless otherwise provided in the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, 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 or on behalf of the Debtors or on behalf of the Debtors' Estates 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.

F. Insurance Policies

Each insurance policy, including the D&O Policies and any D&O coverages, shall, to the extent necessary, be assumed by the Debtors on behalf of the applicable Debtor and assigned to the Post-Effective Date Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such insurance policy previously was rejected by the Debtors or the Debtors' Estates pursuant to a Bankruptcy Court order, is the subject of a motion to reject pending on the Effective Date, or was assumed and assigned to the Purchaser under the Purchase Agreement, and coverage for defense and indemnity under any such insurance policy, including the D&O Policies and D&O coverages, shall remain available to all individuals within the definition of "Insured" in any such insurance policy, including the D&O Policies. No amounts are due under the D&O Policies and the cure amounts for such policies are \$0. The Debtors will serve any such insurance company a notice with the cure amount at least twenty-one (21) days before the confirmation hearing. Any insurance company receiving such a notice shall have until 7 days before the Confirmation Hearing, to serve an objection to the cure amount or the assumption and assignment in accordance with the Plan indicating a different amount.

G. Indemnification Obligations

Subject to the occurrence of the Effective Date, the obligations of the Debtors as of the Effective Date to indemnify, defend, reimburse, or limit the liability of the current and former directors, officers, employees, attorneys, other professionals and agents of the Debtors, and such current and former directors' and officers' respective Affiliates, respectively, against any Claims or Causes of Action under the Indemnification Provisions or applicable law, shall survive Confirmation, shall be assumed by the Debtors on behalf of the applicable Debtor and assigned to the Post-Effective Date Debtor, and will remain in effect after the Effective Date if such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before the Effective Date; provided, however, that notwithstanding anything herein to the contrary, the Post-Effective Date Debtor's obligation to fund such Indemnification Provisions shall be limited to the extent of coverage available under any insurance policy assumed by the Debtors and assigned to the Post-Effective Date Debtor, including the D&O Policies.

Notwithstanding anything herein to the contrary, the Plan Administrator is authorized to reimburse the Debtors' directors and officers on account of any costs and expenses in connection with the Chapter 11 Cases, including without limitation, costs and expenses incurred in connection with the preparation of Proofs of Claim on behalf of the Debtors' directors and officers. For the avoidance of doubt, payment on account of directors' and officers' costs shall be reduced from LPL's Secured Claim on a dollar-for-dollar basis.

H. Reservation of Rights

Nothing contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors' Estates have any liability thereunder. In the event of 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 Plan Administrator, as applicable, shall have 90 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Plan.

ARTICLE VI.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Calculation of Amounts to Be Distributed

Each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class from the Debtors or the Plan Administrator on behalf of the Debtors or the Post-Effective Date Debtor, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, in which case such payment shall be deemed to have occurred when due. 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 hereof. Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Claim that is actually payable in accordance with the Plan.

B. Rights and Powers of the Debtor and the Plan Administrator

1. Powers of the Debtors and the Plan Administrator

All distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter by the Plan Administrator or her designees.

After the Effective Date, the Plan Administrator and its designees or representatives shall have the right to object to, Allow, or otherwise resolve any Priority Claim.

The Debtors and the Plan Administrator, as applicable, 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. Additionally, in the event that the Debtors or the Plan Administrator, as applicable, is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Post-Effective Date Debtor.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator shall be paid in Cash from the Plan Administrator Escrow without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General

(a) Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Plan

Administrator be deemed to have been made by the Plan Administrator on the Effective Date, unless the Plan Administrator and the Holder of such Claim agree otherwise.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by, as applicable, the Debtors or the Plan Administrator, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(c) Distributions

On the Effective Date, the Debtors and the Plan Administrator, as applicable, shall make the distributions required to be made on account of all Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in the Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date, shall be held by the Plan Administrator in the Priority Claims Reserve, as applicable, and distributed on the next Subsequent Distribution Date that occurs after such Claim is Allowed. In accordance with Article VIII.D hereof, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to the Plan.

3. Minimum; De Minimis Distributions

Except with respect to Seller Noteholder Claims, no Cash payment of less than \$100.00, in the reasonable discretion of the Debtors or the Plan Administrator, as applicable, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

4. 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 Debtors or the Plan Administrator, as applicable, has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the date the initial distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Post-Effective Date Debtor automatically and without need for a further order by the Bankruptcy Court for distribution in accordance with the Plan and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred. For the avoidance of doubt, neither the Debtors, the Plan Administrator nor the Owners Representative are obligated to ascertain the current address of any Holder for whom a distribution is returned undeliverable.

5. Manner of Payment Pursuant to the Plan

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Debtors or the Plan Administrator, as applicable, by check or by wire transfer.

6. Seller Noteholder Distributions

Notwithstanding anything herein to the contrary, distributions on account of Allowed Class 3 Claims shall be made in accordance with Articles II.A and III.B.3 hereof.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Debtors and the Plan Administrator, as applicable, shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements.

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.

E. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties; Recourse to Collateral

The Debtors or the Plan Administrator, as applicable, shall be authorized to reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Post-Effective Date Debtor, as applicable, including on account of recourse to collateral held by third parties that secure such Claim. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance, Third Parties; Recourse to Collateral

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, surety agreements, other non-Debtor payment agreements, or collateral held by a third party, until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the Debtors' insurers, sureties, or non-Debtor payors pays or satisfies in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim 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

Notwithstanding anything to the contrary in the Plan or Confirmation Order, neither Confirmation and Consummation of the Plan, nor dissolution of the Debtors or the Post-Effective Date Debtor, nor the assumption and assignment or lack of the assumption and assignment of any insurance policies, including the D&O Policies shall limit or affect the rights of any third-party beneficiary or other covered party of any of the Debtor's insurance policies with respect to such policies, including the D&O Policies.

ARTICLE VII.

**PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS AND INTERESTS**

A. Resolution of Disputed Claims

1. Allowance of Claims and Interests

Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim or Interest, except with respect to any Claim or Interest deemed Allowed as of the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim.

Notwithstanding anything herein to the contrary, the Debtors will request that claim number 20 filed by the Owners Representative be deemed Allowed in the filed amount of \$18,401,287.65 pursuant to the Confirmation Order. For the avoidance of doubt, Claim number 20 shall be treated in accordance with Article III.B.3 hereof.

2. Prosecution of Objections to Claims

Other than with respect to Professional Fee Claims, prior to the Effective Date, the Debtors, and on or after the Effective Date, the Plan Administrator with respect to Priority Claims shall have the authority to File objections to such Claims, and the exclusive authority to settle, compromise, withdraw, or litigate to judgment objections on behalf of the Debtors' Estates to any and all such Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Plan Administrator shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent an objection is filed to a Claim prior to October 31, 2014, unless such Claim is disallowed by order of the Bankruptcy Court on or before October 31, 2014, the Holder of such Claim can file a motion under Bankruptcy Rule 3018 to have such Claim allowed in a specific amount for purposes of voting on the Plan.

3. Claims Estimation

On and after the Effective Date, (a) the Plan Administrator, may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Priority Claim pursuant to applicable law and (ii) any contingent or unliquidated Priority Claim pursuant to applicable law, in each case regardless of whether the Debtors or the Plan Administrator have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Bankruptcy Court to estimate any such Disputed Claim, contingent Claim, or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding any provision otherwise in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that 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 Disputed Claim, contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Plan Administrator, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Plan Administrator, as applicable, may elect to pursue any supplemental

proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims Register by, as applicable, the Debtors or the Plan Administrator (or the Notice and Claims Agent at, as applicable, the Debtors' or the Plan Administrator's direction), and any Claim that has been amended may be adjusted thereon by, as applicable, the Debtors or the Plan Administrator without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims or Interests

Any objections to Claims or Interests shall be Filed no later than the Claims Objection Bar Date.

B. *Disallowance of Claims*

To the maximum extent provided by section 502(d) of the Bankruptcy Code, all Claims of any Entity from which property is recoverable by the Debtors or the Plan Administrator, as applicable, under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Plan Administrator, as applicable, alleges is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Plan Administrator, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code, and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

C. *Amendments to Claims*

After the Effective Date, a Claim or Interest may not be filed or amended without the authorization of the Bankruptcy Court and any such new or amended Claim or Interest Filed shall be deemed disallowed and expunged without any further notice to or action, order, or approval of the Bankruptcy Court; provided that, such Holder may amend the Claim or Interest Filed solely to decrease, but not to increase, the amount, number, or priority of such Claim or Interest, unless otherwise provided by the Bankruptcy Court.

D. *No Interest*

Unless otherwise specifically provided for in the Plan (including Article III hereof), by applicable law, or agreed-to by the Debtors, interest shall not accrue or be paid on any Claim, and no Holder of any Claim shall be entitled to interest accruing on and after the Petition Date on account of any Claim. Without limiting the foregoing, interest shall not accrue or be paid on any Claim after the Effective Date to the extent the final distribution paid on account of such Claim occurs after the Effective Date.

ARTICLE VIII.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

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

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or

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

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Debtors. For the avoidance of doubt, LPL shall retain its Liens and security interests until it receives its distribution under the Plan.

C. Subordinated Claims

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

D. Debtor Release

Notwithstanding anything contained in this Plan to the contrary, as of the Effective Date, the Debtors on behalf of themselves and the Debtors' bankruptcy estates, for the good and valuable consideration provided by each of the Released Parties including, without limitation: (a) the discharge of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; (b) the services of the Debtors' officers and directors to the Debtors, hereby provides a full discharge and release to the Released Parties (and each such Released Party so released shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, derivative claims, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, at equity, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including, without limitation, those that the Debtors or the Plan Administrator would have been legally entitled to assert or that any Holder of a Claim

against or equity interest in the Debtors or other entity would have been legally entitled to assert for or on behalf of the Debtors or the Debtors' bankruptcy estates and further including those in any way related to the Debtors' Chapter 11 Cases or this Plan; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct.

E. Third Party Release

Notwithstanding anything contained in this Plan to the contrary, on the Effective Date and effective as of the Effective Date, the Releasing Parties shall be deemed to provide a full discharge and release to the Released Parties and their respective property from any and all Causes of Action, whether known or unknown, whether for tort, contract, violations of federal or state securities laws or otherwise, and all direct claims, arising from or related in any way to the Debtor, including those in any way related to the Debtors' Chapter 11 Cases or this Plan (the "Third Party Release"); provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, and further, shall constitute its finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of the claims released by the Third Party Release; (ii) in the best interests of the Debtors and all Holders of claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim released by the Third Party Release against any of the Released Parties. For the avoidance of doubt, the Third Party Release shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative.

F. Seller Noteholder Release

Notwithstanding anything contained in this Plan to the contrary, on the Effective Date and effective as of the Effective Date, the Seller Noteholders who have voted to accept this Plan and who have not opted out of the Seller Noteholder Release shall be deemed to provide a full discharge and release to the Released Parties and their respective property from any and all Causes of Action, whether known or unknown, whether for tort, contract, violations of federal or state securities laws or otherwise, and all direct claims, arising from or related in any way to the Debtors, including those in any way related to the Debtors' Chapter 11 Cases or this Plan (the "Seller Noteholder Release"); provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Seller Noteholder Release, and further, shall constitute its finding that the Seller Noteholder Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of the claims released by the Seller Noteholder Release; (ii) in the best interests of the Debtors and all Holders of claims; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of those Holders of Seller Noteholder Claims who have voted to accept this Plan and have not opted out of the Seller Noteholder Release to asserting any claim released by the Seller Noteholder Release against any of the Released Parties. For the avoidance of doubt, the Seller Noteholder Release shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative. For further avoidance of doubt, nothing herein shall constitute a waiver of any claims against the Owners Representative in his capacity as such.

G. *Exculpation*

Notwithstanding anything contained in this Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any entity for any and all claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating this Plan, the Disclosure Statement, or any other contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the transactions occurring in the Debtors' Chapter 11 Cases; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any act or omission that is determined in a final non-appealable order to be solely due to their own respective gross negligence or willful misconduct.

H. *Injunction*

Except as otherwise provided herein or in the Confirmation Order, all Entities who have held, hold, or may hold claims, interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms hereof; (2) have been released pursuant to Article VIII.A, B, E or F hereof; (4) are subject to exculpation pursuant to Article VIII.G hereof; or (4) are otherwise stayed or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any claims, interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Post-Effective Date Debtors, the Plan Administrator or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Post-Effective Date Debtors, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Post-Effective Date Debtors, or any entity so released or exculpated (or the property or estate of the Debtors or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities unless such entity has timely asserted such setoff right prior to confirmation in a document filed with the Bankruptcy Court explicitly preserving such setoff or subrogation, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff or subrogation pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Post-Effective Date Debtors, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, equity interests, Causes of Action, or liabilities released, settled, or compromised pursuant to this Plan; provided that nothing contained in this Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of this Plan; provided, further, that nothing contained in this Plan shall be construed to prevent any Entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

I. Waiver of Statutory Limitations on Releases

Each Releasing Party in each of the releases contained in this Plan (including under Article VIII of this Plan) expressly acknowledges that although ordinarily a general release may not extend to claims which the releasing party does not know or suspect to exist in his favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in Article VIII of this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen. For the avoidance of doubt, this paragraph shall not apply to any claim of the Owners Representative for indemnification or contribution from the Seller Noteholders that may arise in the future if an action is brought against him in his capacity as Owners Representative. For further avoidance of doubt, nothing herein shall constitute a waiver of any claims against the Owners Representative in his capacity as such.

J. Setoffs

Except as otherwise provided in the Plan, prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, as applicable, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Interest, may set off against any Allowed Claim or Interest on account of any Proof of Claim or proof of Interest or other pleading Filed with respect thereto prior to the Confirmation Hearing and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any distribution is made on account of such Allowed Claim or Interest), any claims, rights, and Causes of Action of any nature that the Debtors' Estates may hold against the Holder of such Allowed Claim or Interest, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors or the Plan Administrator, as applicable, of any such claims, rights, and Causes of Action that the Debtors' Estates may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or Interest against any claim, right, or Cause of Action of the Debtors' Estates unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff; provided that nothing in the Plan shall prejudice or be deemed to have prejudiced the Debtors' or the Plan Administrator's right to assert that any Holder's setoff rights were required to have been asserted by motion or pleading filed with the Bankruptcy Court prior to the Effective Date.

ARTICLE IX.

SUBSTANTIAL CONSUMMATION OF THE PLAN

A. Conditions Precedent to Consummation of the Plan

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

1. the Confirmation Order shall have been entered and be in full force and effect;
2. the Court shall have entered the Liberty Paydown Order, and the payment to LPL sought thereby must have been made;

3. all of the Seller Noteholders must have (a) voted to accept the Plan, and (b) not opted out of the Seller Noteholder Release, as provided in the Plan Support Agreement;

4. the Plan Administrator shall have been appointed in accordance with the terms of the Plan;

5. all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements;

6. the Professional Fee Escrow shall have been established and funded;

7. the reduction of LPL's Secured Claim shall not exceed \$100,000.00 on account of all allowed Priority Tax Claims and Other Priority Claims;

8. the Plan Administrator Escrow in the full amount of the Plan Administrator Escrow Amount shall have been established and funded; and

9. the Post-Effective Date Debtor Distribution shall have occurred.

B. Waiver of Conditions

Except as set forth in the following sentence, the conditions to Confirmation of the Plan and Consummation of the Plan set forth in this Article IX may be waived by the Debtors with Liberty's consent, which consent shall not be unreasonably withheld, without leave or order of the Bankruptcy Court. Any waiver of subsection (7) above may only be affected with the consent of each of Liberty's, the Committee, the Owners Representative and the Debtors, which consent shall not be unreasonably withheld, without leave or order of the Bankruptcy Court.

C. Effect of Non-Occurrence of Conditions to the Effective Date

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the Debtors' Estates, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, the Debtors' Estates, any Holders, or any other Entity in any respect.

ARTICLE X.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the limitations contained in the Plan, the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to the Plan Support Agreement, certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth herein, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X hereof.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019, subject to the requirements of the Plan Support Agreement.

C. Revocation or Withdrawal of the Plan

Subject to the Plan Support Agreement, the Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan with respect to any Debtor, or if Confirmation or Consummation does not occur with respect to any Debtor, then: (1) the Plan with respect to such Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such Debtor, and any document or agreement executed pursuant to the Plan with respect to such Debtor, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such Debtor shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

ARTICLE XI.

RETENTION OF 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 jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption 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 in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases set forth on the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
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 Causes of Action;
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 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 the Consummation, 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 settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof 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 or Interest for amounts not timely repaid pursuant to Article VII.E.5(a) hereof;
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, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;
16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
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, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any

employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

21. enforce all orders previously entered by the Bankruptcy Court;
22. hear any other matter not inconsistent with the Bankruptcy Code;
23. enter an order concluding or closing the Chapter 11 Cases; and
24. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Subject to the terms hereof 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 Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Debtors' Estates, the Post-Effective Date Debtor and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. *Additional Documents*

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

C. *Dissolution of Committee*

On the Effective Date, the Committee shall dissolve and members thereof shall be compromised, settled, and released from all rights and duties from or related to the Chapter 11 Cases, except the Committee will remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims. The Debtors shall have no obligation to pay any fees or expenses incurred after the Effective Date by the Committee Members.

D. *Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by the Debtors or any Debtor with respect to the Plan, the Disclosure Statement, or the Confirmation Order shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or 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 or the Confirmation Order 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

Any pleading, notice, or other document required by the Plan to be served on or delivered to the following entities and shall be served via first class mail, overnight delivery, or messenger on.

- (a) if to the Debtors, to:

EI Wind Down, Inc.
3428 Turtle Cove Court
Marietta, GA 30067
Attention: Ms. Juliet Reising

with copies to:

Klehr Harrison Harvey Branzburg LLP
919 Market St., Ste. 1000
Wilmington, DE 19801-3062
Attention: Domenic E. Pacitti
Raymond H. Lemisch
Margaret M. Manning
Email addresses: DPacitti@klehr.com
RLemisch@klehr.com
MManning@klehr.com

- (b) if to Liberty, to:

Liberty Partners Lenders, LLC
750 Third Ave., 9th Floor
New York, NY 10019
Attention: Mike Fram
Email Address: mfram@libertypartners.com

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Ryan B. Bennett
Justin R. Bernbrock
Email Addresses: rbennett@kirkland.com
justin.bernbrock@kirkland.com

- (c) if to the Committee, to:

Cooley LLP
The Grace Building
1114 Avenue of the Americas
New York, NY 10036-7798
Attention: Cathy Hershcopf

Jeffrey L. Cohen
Richelle Kalnit
Email Addresses: chershcopf@cooley.com
jcohen@cooley.com
rkalnit@cooley.com

with copies to:

Morris James LLP
500 Delaware Ave., Ste. 1500
P.O. Box 2306
Wilmington, DE 19899-2306
Attention: Brett Fallon
Jeffrey R. Waxman
Email Addresses: BFallon@morrisjames.com
JWaxman@morrisjames.com

(d) if to the Owners Representative, to:

Cross & Simon, LLC
1105 Market Street, Suite 901
Wilmington, Delaware 19801
Attention: Joseph Grey
Email Address: jgrey@crosslaw.com

with copies to:

Bone McAllester Norton PLLC
Nashville City Center
511 Union Street, Suite 1600
Nashville, TN 37219
Attention: Charles Robert Bone
Email Address: crb@bonelaw.com

G. Term of Injunctions or Stays

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

H. Entire Agreement

Except as otherwise indicated, the Plan and the Confirmation Order 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; provided, that, notwithstanding anything herein to the contrary, the Plan Support Agreement remains in full force and effect.

I. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to

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

J. Waiver or Estoppel

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

[Signature Page Follows]

Respectfully submitted, as of the date first set forth above,

EI WIND DOWN, INC.
(on behalf of itself and its Debtor affiliates)

By: _____
Name: _____
Its: _____

EXHIBIT B

EdgeAQ Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

Between

EDGENET, INC.,

EDGENET HOLDING CORPORATION

And

EDGEAQ, LLC

Dated June 6, 2014

TABLE OF CONTENTS

ARTICLE I BASIC TRANSACTION.....1

1.01 Purchase and Sale of Assets.....1

1.02 Excluded Assets.....3

1.03 Assumption of Liabilities.....4

1.04 Assumed Contracts.....5

1.05 Excluded Liabilities.....6

1.06 Purchase Price.....7

1.07 Deposit.....7

1.08 Allocation of the Purchase Price and Assumed Liabilities.....7

1.09 Acquired Assets sold "As Is, Where Is".....8

ARTICLE II CLOSING OF THE TRANSACTION.....9

2.01 The Closing.....9

2.02 Deliveries at the Closing.....9

2.03 Prorations.....10

2.04 Termination of Agreement.....10

2.05 Effect of Termination.....11

2.06 Remedies.....11

2.07 Survival.....12

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER.....12

3.01 Organization and Corporate Power.....12

3.02 Authorization.....12

3.03 No Violation.....12

3.04 Title to Properties.....13

3.05 Tax Matters.....13

3.06 Contracts and Commitments.....13

3.07 Intellectual Property.....14

3.08 Litigation; Compliance; Permits.....16

3.09 Brokerage.....16

3.10 Governmental Consent, etc.....16

3.11 Insurance.....17

3.12 Affiliated Transactions.....17

3.13 Financial Statements.....17

3.14 Customers and Suppliers.....17

3.15 Absence of Developments.....17

3.16 No Other Representations or Warranties; Schedules.....18

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER.....18

4.01 Organization and Corporate Power.....18

4.02 Authorization.....18

4.03 No Violation.....19

4.04 Governmental Authorities; Consents.....19

4.05 Litigation.....	19
4.06 Brokerage.....	19
4.07 Solvency.....	19
4.08 Adequate Assurance.....	19
4.09 Financial Capability.....	19
4.10 OFAC.....	20
ARTICLE V BANKRUPTCY COURT MATTERS.....	20
5.01 Bankruptcy Court Approval of Bid Procedures.....	20
5.02 Bankruptcy Court Approval of Sale.....	20
5.03 [Intentionally deleted].....	20
5.04 Efforts of Seller.....	20
5.05 Timing.....	20
5.06 Review of Pleadings.....	20
5.07 Avoidance Actions.....	21
ARTICLE VI PRE-CLOSING COVENANTS.....	21
6.01 Access to Information.....	21
6.02 Confidential Information.....	21
6.03 Employees.....	21
6.04 Supplements to Schedules.....	22
6.05 Conduct of Business.....	22
ARTICLE VII OTHER COVENANTS.....	22
7.01 Participation and Service Credit.....	22
7.02 Preservation of Records; Cooperation.....	23
7.03 Certain Taxes.....	23
7.04 Further Assurances.....	24
7.05 Name Change.....	24
7.06 Seller Confidentiality.....	25
7.07 Non-Assignment of Contracts.....	25
7.08 Other Bids.....	Error! Bookmark not defined.
ARTICLE VIII CONDITIONS TO CLOSING.....	25
8.01 Conditions Precedent to Obligations of Buyer.....	25
8.02 Conditions Precedent to Obligations of Seller.....	26
8.03 Conditions Precedent to Obligations of Buyer and Seller.....	27
8.04 Frustration of Closing Conditions.....	27
ARTICLE IX LIMITATIONS.....	27
9.01 Buyer's Review.....	27
9.02 No Consequential or Punitive Damages.....	28
ARTICLE X DEFINITIONS.....	28
10.01 Definitions.....	28
10.02 Knowledge Defined.....	35

ARTICLE XI MISCELLANEOUS 35

11.01 Press Releases and Communications 35

11.02 Expenses 36

11.03 Notices 36

11.04 Successors and Assigns 37

11.05 Severability 37

11.06 Descriptive Headings; Interpretation; Disclosure Generally 38

11.07 Construction 38

11.08 Complete Agreement 38

11.09 Counterparts; Delivery by Facsimile or PDF 38

11.10 Governing Law 39

11.11 Submission to Jurisdiction 39

11.12 No Right of Set-Off 39

11.13 WAIVER OF JURY TRIAL 40

11.14 Bulk Transfer Laws 40

11.15 Amendments and Waivers 40

11.16 No Third Party Beneficiary 41

11.17 Prevailing Party 41

11.18 Non-Recourse 41

11.19 Guaranty of Buyer Obligations 41

List of Exhibits

Exhibit A Form of Escrow Agreement

Exhibit B Form of Bill of Sale

Exhibit C Form of Assignment and Assumption Agreement

Exhibit D Form of Trademark Assignment

Exhibit E Form of Copyright Assignment

Exhibit F Form of Domain Name Assignment

Exhibit G Form of Lease Assignment

Exhibit H Form of Approval Order

Exhibit I Form of Procedures Order

Exhibit J Form of Counterparty Consent

Exhibit K Form of Patent Assignment

List of Schedules

Acquired Assets Schedule (§ 1.01)

Cash Escrow Schedule (§ 1.02)

Assumed Liabilities Schedule (§ 1.03)

Sale Bonus Agreements Schedule (§ 1.04(d))

Allocation Schedule (§ 1.08)

Foreign Qualification Schedule (§ 3.01(a))

Authorization Schedule (§ 3.03)

Leased Real Property Schedule (§ 3.04(a))

Liens Schedule (§ 3.04(d))

Taxes Schedule (§ 3.05)

Contracts Schedule (§ 3.06)
Intellectual Property Schedule (§ 3.07)
Litigation Schedule; Permit Schedule (§ 3.08)
Governmental Consents Schedule (§ 3.10)
Insurance Schedule (§ 3.11)
Affiliated Transactions Schedule (§ 3.12)
Financial Statement Schedule (§ 3.13)
Customers and Suppliers Schedule (§ 3.14)
Developments Schedule (§ 3.15)
Avoidance Actions Schedule (§ 5.07)
Employees Schedule (§ 6.03)

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of June 6, 2014, between EDGEAQ, LLC, a Tennessee limited liability company, or its permitted assigns ("Buyer"), EDGENET, INC., a Delaware corporation ("Edgenet"), and EDGENET HOLDING CORPORATION, a Delaware corporation ("Holding" and together with Edgenet, "Seller"). Buyer and Seller are referred to collectively herein as the "Parties," and other capitalized terms used herein and not otherwise defined are defined in ARTICLE X below.

Seller is engaged in the business of providing cloud based content, applications and services that enable customers to sell more products and services with greater ease across multiple channels and devices (the "Business").

On January 14, 2014 (the "Petition Date"), Seller filed petitions for protection from its creditors under Chapter 11 of Title 11, United States Code (as amended from time to time, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"; the bankruptcy case of Seller is identified as Bankruptcy Case No. 14-10066 and is hereinafter referred to as the "Chapter 11 Case").

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, substantially all of the assets of Seller used in the Business, and Seller desires to assign to Buyer, and Buyer desires to assume from Seller, only those certain liabilities of Seller relating to the Business explicitly listed herein as Assumed Liabilities.

The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to an Approval Order to be entered by the Bankruptcy Court and applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I BASIC TRANSACTION

1.01 Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Buyer shall purchase from Seller, and Seller shall sell, transfer, convey and deliver to Buyer, all right, title and interest of Seller in and to the assets and property of Seller, including those set forth on the Acquired Assets Schedule attached hereto free and clear of all Liens and Liabilities (except Permitted Liens and the Assumed Liabilities) pursuant to sections 105, 363 and 365 of the Bankruptcy Code (collectively, the "Acquired Assets"), but excluding the Excluded Assets, including the following assets of Seller:

(a) all accounts, notes and other receivables, including those set forth on part 1.01(a) of the Acquired Assets Schedule;

(b) all leasehold and other interests in real property set forth on part 1.01(b) of the Acquired Assets Schedule;

(c) (i) all fixed assets, equipment, spare parts, machinery, furniture, fixtures, tools, computers, servers, telephone systems, furniture, leasehold improvements and supplies, and other personal property wherever located and any related rights thereto (the "Equipment"); and (ii) any and all rights of Seller, to the extent transferable, to the warranties and licenses received from manufacturers and sellers of the Equipment (if any), including those set forth on part 1.01(c) of the Acquired Assets Schedule;

(d) all Intellectual Property owned by Seller, including, but not limited to the Intellectual Property set forth on part 1.01(d) of the Acquired Assets Schedule (the "Seller Owned Intellectual Property");

(e) all Contracts set forth on part 1.01(e) of the Acquired Assets Schedule (collectively with the Contracts set forth on part 1.01(b) of the Acquired Assets Schedule, the "Assumed Contracts");

(f) all Permits and similar rights obtained from Government Authorities, to the extent assignable;

(g) all Business Records (except to the extent included in the Excluded Assets);

(h) all rights to and goodwill and other intangible assets represented by the name "Edgenet" or any other names used by Seller or the Business and any logos related thereto and associated with the Acquired Assets, including customer and supplier lists;

(i) subject to Section 2.03 below, all surety accounts, prepaid expenses, refunds, security and like deposits, and other similar prepaid items relating to any Acquired Assets or Assumed Liabilities;

(j) any and all rights of set-off of Seller arising out of or relating to events prior to the Closing Date (except to the extent relating to the Excluded Liabilities);

(k) any and all computer applications, software, owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-business usage and all computer operating, security or programming software, owned or licensed by Seller, to the extent assignable with respect to any licensed applications or software;

(l) all telephone numbers, fax numbers, email addresses, and internet domain names;

(m) all rights, remedies and benefits of Seller arising under or relating to any of the Acquired Assets or the Assumed Liabilities, including rights, remedies and benefits arising out of express or implied warranties and services agreements from manufacturers or suppliers of

the Equipment (or components thereof), the other Acquired Assets or products purchased or ordered by Seller prior to the Closing Date (and in any case, any component thereof), and all claims and causes of action arising therefrom;

(n) all rights of Seller under non-disclosure or confidentiality, non-compete, assignment of intellectual property rights (inventions), acknowledgements of work-for-hire or non-solicitation agreements with employees, consultants, independent contractors and agents of Seller or with third parties, including non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the sale of the Business, in each case to the extent assignable;

(o) the PayPal Funds, provided that the Purchase Price shall be increased dollar for dollar on the Closing Date by the amount of the PayPal Funds acquired by Buyer (which, for the avoidance of doubt, at Closing such PayPal Funds shall remain on deposit with PayPal for the benefit of Buyer);

(p) the short-term disability, long-term disability, life insurance, health, dental, vision, and 401(k) plans of Seller set forth on part 1.01(p) of the Acquired Assets Schedule (the "Assumed Plans");

(q) all other assets of Seller of every nature, kind and description, tangible and intangible, owned or leased or licensed, wherever located, other than Contracts that are not Assumed Contracts and the Excluded Assets.

1.02 Excluded Assets. Notwithstanding anything else herein or in any document or instrument delivered pursuant hereto, the Acquired Assets shall not include any of the assets and property of Seller described in this Section 1.02 (the "Excluded Assets"), none of which shall be conveyed to Buyer:

(a) Seller's insurance policies and any prepaid premiums with respect thereto to the extent such policies cover any Excluded Liabilities;

(b) Seller's corporate charter and bylaws, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates and other documents relating to the organization, maintenance, and existence of Seller as a corporation;

(c) all claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment with respect to any Excluded Assets (including, without limitation, with respect to insurance policies and Taxes relating to Seller's income);

(d) all cash and cash equivalents other than (x) cash representing payment of the Special Receivables described in Section 1.10 to the extent such Special Receivables are paid prior to Closing, and, (y) to the extent not constituting accounts receivable, prepaid expenses (subject to Section 2.03), or PayPal Funds, all "restricted cash" consisting of certificates of

deposit pledged by Seller to secure credit card obligations and all "cash reserves" held by credit card and/or payment processors and any and all cash escrows funded by Seller for utilities, including, without limitation, the deposits and cash escrows described on Schedule 1.02(d) attached hereto;

(e) the sponsorship of and assets maintained pursuant to or in connection with any Plan (other than pursuant to or in connection with an Assumed Plan) of Seller or any of its Affiliates;

(f) all rights of Seller arising under this Agreement and under any other agreement between Buyer and Seller entered into in connection with this Agreement;

(g) the Excluded Contracts and any Contract terminated or expired prior to the Closing Date in accordance with its terms or in the ordinary course of the Business;

(h) all preference or avoidance claims and actions of Seller including any such claims and actions arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (the "Avoidance Actions");

(i) all deposits with respect to legal, accounting, financial advisory, valuation and investment banking fees and expenses incurred by or on behalf of Seller or its Affiliates;

(j) any (i) confidential personnel and medical records pertaining to any employee of Seller; (ii) books or records that Seller is required by Law to retain or that relate to the Excluded Assets or Excluded Liabilities; and (iii) Tax Returns, financial statements; and corporate or other entity filings and all related documents; provided, however, that Buyer shall have the right to make copies of any portions of such retained books and records that relate to the Business or any of the Acquired Assets or Assumed Liabilities; and

(k) any claim, right or interest of Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) ending on or before the Closing Date.

1.03 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, at the Closing, Buyer shall assume the Seller's liabilities and obligations expressly set forth below (the "Assumed Liabilities") and no other Liabilities of the Seller or its Affiliates:

(a) all accounts payable as of the Closing Date that are outrent and arose post-petition in the ordinary course of business consistent with past practice (a listing of the current, post-petition accounts payable as of the date indicated are set forth on part 1.03(a) of the Assumed Liabilities Schedule, to be updated no later than two (2) Business Day's prior to Closing);

(b) the liabilities assumed pursuant to Section 6.03 ("Employees");

(c) all obligations and liabilities under the Assumed Contracts first arising after the Closing;

(d) all obligations and liabilities for ordinary course refunds, advertising, coupons, adjustments, allowances, repairs, exchanges, returns and warranty, merchantability and similar claims relating to or arising in the ordinary course from the Business first arising after the Closing;

(e) all liabilities and obligations for (i) one-half the aggregate amount of Transfer Taxes payable under Section 7.03(a) below and (ii) Taxes related to the Acquired Assets for periods (or portions thereof) beginning on the day after the Closing Date, in accordance with Section 7.03 below;

(f) all obligations and liabilities of Seller set forth on the Assumed Liabilities Schedule first arising after the Closing; and

(g) all liabilities under any Assumed Plan maintained by Seller.

1.04 Assumed Contracts.

(a) At the Closing and pursuant to section 365 of the Bankruptcy Code and the Approval Order, Seller shall assume and assign to Buyer, and Buyer shall consent to such assignment from Seller, the Assumed Contracts. All Cure Costs with respect to the Assumed Contracts shall be paid in full by Seller no later than five (5) Business Days after the later of (i) the Closing Date and (b) the date the Bankruptcy Court enters an order determining the Cure Costs, and Buyer shall have no Liability therefor. Buyer shall be responsible for providing adequate assurance of future performance under the Assumed Contracts in connection with the assumption and assignment thereof by Seller.

(b) From the date hereof through the Bid Deadline Date, Buyer shall have the right, by written notice to Seller, to either (i) designate any Contract not already so designated to be an Assumed Contract (to the extent that such Contract is still in effect), or (ii) remove any Contract from the Acquired Assets Schedule. The Acquired Assets Schedule shall be amended to include or remove any such Contract as an Assumed Contract. Any Contract not listed on, or initially listed on but subsequently removed by Buyer from, the Acquired Asset Schedule shall not be designated as an Assumed Contract (each, an "Excluded Contract") for all purposes of this Agreement and all liabilities and obligations under such Contract shall be Excluded Liabilities for all purposes of this Agreement. Any such addition or removal does not affect the Purchase Price payable hereunder.

(c) Seller may in its sole and absolute discretion, subject to applicable Law, assume, assign, or reject any Contract other than an Assumed Contract at any time; provided, however, that in the event Seller intends to do so prior to the Closing Date with respect to any Contract, Seller shall notify Buyer of such intent in writing and Buyer shall have three (3) Business Days to designate such Contract to be an Assumed Contract (even if such designation occurs after the Closing Date). In the event Buyer does not agree in writing to designate such Contract to be an Assumed Contract within said period, Seller may assume, assign, or reject such Contract in its sole and absolute discretion at any time thereafter.

1.05 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement or any of the schedules attached hereto, Buyer shall not assume or be deemed to assume and shall have no responsibility or obligation with respect to, any Liability of, or claim against, Seller, or of any predecessor, stockholder or other Affiliate of Seller, of any kind or nature, whether absolute, accrued, contingent or otherwise and whether due or to become due and whether or not asserted, and whether or not known or unknown or currently existing or hereafter arising, and however arising for any of the following Liabilities (the "Excluded Liabilities"):

(a) all Taxes of Seller (other than with respect to 50% of the Transfer Taxes under Section 7.03(a) below);

(b) all Indebtedness;

(c) all inter-company liabilities between Seller and any of its Affiliates or Subsidiaries;

(d) all liabilities under any Plan (other than an Assumed Plan) or pension plan maintained by Seller;

(e) Liabilities or obligations of Seller for all professional fees and expenses for all of its advisors, including, but not limited to, its advisors retained pursuant to any Order of the Bankruptcy Court;

(f) any administrative expense Claims accruing in the Chapter 11 Case;

(g) all pre-petition and post-petition Claims as of the Closing Date, including general unsecured Claims, but specifically excluding any items included in clause (a) of Section 1.03;

(h) all Cure Costs;

(i) Liabilities or obligations in connection with the Excluded Contracts;

(j) any Liabilities related to Seller Employees and former Seller Employees except as provided in Section 1.03(b);

(k) any Liabilities of Seller that any Person seeks to impose upon Buyer by virtue of any theory of successor liability or "bulk transfer" laws;

(l) any Liabilities with respect to any Action or other contingent liabilities of Seller (including any environmental, health or safety matters), whether or not disclosed to Buyer, relating to periods and occurrences ended on, before, or after the Closing Date, including any Actions or other claims or contingent liabilities relating to tort, personal injury and products liability;

(m) any Liabilities and obligations of Seller arising under or relating to any notice and other requirements of the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act") related to terminations prior to, on, or after the Closing;

(n) any obligations to provide and any claims made pursuant to any coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and any related administrative costs;

(o) any obligations and Liabilities of Seller resulting from, caused by or arising out of, or that relate to, directly or indirectly, the conduct of Seller or ownership, lease or license of any properties or assets or any properties or assets previously used by Seller or any predecessor of Seller, or other actions, omissions with respect to the period prior to Closing; and

(p) any other Liability or obligation not expressly assumed pursuant to Section 1.03.

1.06 Purchase Price. Subject to adjustment pursuant to Section 1.01(o) hereof, the aggregate purchase price for the Acquired Assets shall be equal to (i) Seven Million Nine Hundred Eighty Thousand Dollars and No Cents (\$7,980,000.00), which such amount shall be payable to Seller at the Closing in immediately available, good funds via wire transfer plus (ii) the assumption of the Assumed Liabilities (the "Purchase Price").

1.07 Deposit

(a) Simultaneously with the execution and delivery of this Agreement, Buyer has deposited into escrow with First American Title Insurance Company, as escrow agent (the "Escrow Agent"), pursuant to that certain Escrow Agreement, to be executed contemporaneously with this Agreement, among Seller, Buyer and the Escrow Agent in substantially the form attached hereto as Exhibit A (the "Escrow Agreement"), by wire transfer of immediately available funds, a total amount equal to \$500,000 as an earnest good-faith money deposit and security for the performance of Buyer's obligations under this Agreement (the "Deposit"). The Escrow Agreement shall include the provisions set forth in this Section 1.07. Upon receipt of the Deposit, the Escrow Agent shall immediately deposit the Deposit into an interest-bearing account. Interest shall be treated as set forth in the Escrow Agreement. The Escrow Agent's escrow fees and charges shall be paid by Buyer.

(b) The Parties agree that the Deposit (plus interest accrued thereon) shall (i) be applied as a deposit towards the Purchase Price to be delivered to Seller at Closing as provided in Section 1.06, or (ii) be returned to Buyer or paid to Seller as provided in Section 2.05.

1.08 Allocation of the Purchase Price and Assumed Liabilities. The Parties agree to allocate the Purchase Price and Assumed Liabilities among the Acquired Assets in accordance with Code Section 1060. Buyer shall prepare and deliver to Seller an allocation schedule setting forth Buyer's determination of the allocation (the "Allocation Schedule") within sixty (60) days of the Closing Date, which Allocation Schedule shall be subject to the reasonable comments and approval of Seller. The Allocation Schedule shall be prepared in accordance with Code Section

1060 and shall be used by the Parties in preparing Form 8594 (Asset Acquisition Statement) for each of Buyer and Seller and all Tax Returns of Buyer and Seller. Buyer and Seller shall each file Form 8594, prepared in accordance with this Section 1.08, with its federal income Tax Return for the tax period in which the Closing occurs. The Parties agree that all allocations made pursuant to this Section 1.08 and Allocation Schedule are binding upon them and upon each of their successors and assigns, and that they will not take any position inconsistent therewith for tax purposes, including in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so pursuant to applicable Law.

1.09 Acquired Assets sold "As Is, Where Is". BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT OR THE APPROVAL ORDER, (a) THE ACQUIRED ASSETS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" AND (b) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE CONCERNING THE ACQUIRED ASSETS OR THE CONDITION, DESCRIPTION, QUALITY OR USEFULNESS OF THE ACQUIRED ASSETS INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED.

BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED PURCHASER WHO HAS HERETOFORE HAD OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AND AGREEMENTS RELATING TO THE ACQUIRED ASSETS THAT BUYER DEEMED OR DEEMS NECESSARY TO REVIEW, AND HAS CONDUCTED AN INSPECTION, ANALYSIS AND EVALUATION OF THE ACQUIRED ASSETS.

BUYER HAS UNDERTAKEN SUCH INVESTIGATION AS BUYER DEEMED NECESSARY TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE ACQUIRED ASSETS AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE ACQUIRED ASSETS AND THE BUSINESS.

THE PROVISIONS OF THIS SECTION 1.09 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

1.10 Special Receivables. Notwithstanding anything to the contrary in this Agreement, if Seller receives payment in respect of the Special Receivables (as defined below), then Seller shall hold such payments in trust for Buyer and deliver such payments to Buyer at Closing. The "Special Receivables" means (i) a receivable from Home Depot Store in the amount of \$667,446.91 and (ii) a receivable from Masco Cabinetry LLC in the amount of \$30,000.00.

ARTICLE II
CLOSING OF THE TRANSACTION

2.01 The Closing. Subject to the satisfaction of all of the conditions set forth in Section 8.01, Section 8.02 and Section 8.03 (or the waiver thereof by the Party entitled to waive that condition) (the date of such satisfaction or waiver, the "Closing Date"), the closing of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities provided for in Article I (the "Closing") shall take place at 10:00 a.m. (Eastern time) two (2) Business Days thereafter remotely upon the electronic exchange of signatures; provided, however that the parties shall use their commercially reasonable best efforts to close the transaction on June 13, 2014 and provided further that Buyer shall waive any right it may have under the applicable sections of the Bankruptcy Code or Rules that require the expiration of fourteen (14) days after the entry of such Order before consummating the transactions contemplated hereby. The "Effective Time" means 12:01 a.m. Eastern Time on the Closing Date; provided that the Closing Date shall not be later than the Outside Date.

2.02 Deliveries at the Closing. At the Closing:

(a) Seller shall deliver to Buyer (i) certified copies of the resolutions duly adopted by Seller's board of directors authorizing the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby, (ii) duly executed copies of (A) a bill of sale in substantially the form attached hereto as Exhibit B (the "Bill of Sale"), (B) an assignment and assumption agreement in substantially the form attached hereto as Exhibit C (the "Assignment and Assumption Agreement"), (C) a trademark assignment in substantially the form attached hereto as Exhibit D (the "Trademark Assignment"), (D) a copyright assignment in substantially the form attached hereto as Exhibit E (the "Copyright Assignment"), (E) a domain name assignment in substantially the form attached hereto as Exhibit F (the "Domain Name Assignment"), (F) an assignment and assumption of leases and related agreements with respect to each lease set forth on the Leased Real Property Schedule that is an Assumed Contract, in substantially the form attached hereto as Exhibit G (the "Lease Assignment"), and (G) a patent assignment in substantially the form attached hereto as Exhibit K (the "Patent Assignment"), (iii) a statement from Seller meeting the requirements of section 1.1445-2(b) of the Treasury Regulations, to the effect that Seller is not a "foreign person" within the meaning of section 1445 of the Code and the Treasury Regulations thereunder, (iv) a copy of the Approval Order, (v) such other documents as Buyer's counsel may reasonably request that are necessary to evidence or consummate the Transactions and (vi) the certificates or documents to be delivered pursuant to Sections 8.01(a) and 8.01(b); and

(b) Buyer shall deliver to Seller (i) an amount equal to the Purchase Price (less the Deposit (plus interest thereon), which Buyer shall cause the Escrow Agent to deliver to Seller at Closing via wire transfer in immediately available, good funds), (ii) certified copies of the resolutions duly adopted by Buyer's members authorizing the execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby, (iii) duly executed copies of the Assignment and Assumption Agreement, the Trademark Assignment, the Copyright Assignment, the Domain Name Assignment, the Lease Assignment and the Patent Assignment, (iv) such other documents as Seller's counsel may reasonably request that are

necessary to evidence or consummate the Transactions and (v) the certificates or documents to be delivered pursuant to Sections 8.02(a) and 8.02(b).

2.03 Prorations. All expenses (other than expenses constituting Excluded Liabilities) (A) due and payable at times after the Effective Time for periods prior to the Effective Time or (B) paid prior to the Effective Time for periods following the Effective Time, including utility payments, payments due in respect of rents, real and personal property taxes and similar expenses shall be prorated between Seller and Buyer at Closing as of the Effective Time and adjusted through the Purchase Price pursuant to customary and standard procedures for such adjustments. Seller shall provide Buyer with a schedule of such expenses at least one (1) Business Day prior to Closing. Notwithstanding the foregoing and for the avoidance of doubt, it is the intent of the Parties that any annual or other adjustments in CAM or Taxes which occur after the Closing Date pursuant to the terms of the Assumed Contracts subject to the Lease Assignment (retroactively or otherwise) shall be the responsibility of Buyer.

2.04 Termination of Agreement. Notwithstanding anything herein to the contrary, this Agreement may be terminated, and the Transactions abandoned, only as provided in this Section 2.04 upon notice by the terminating Party to the other Party and the Secured Party:

(a) At any time prior to the Closing Date by the mutual written consent of Seller and Buyer;

(b) By Buyer upon a material breach of any covenant or agreement of Seller set forth in this Agreement (including a breach of Section 5.05), or if any material representation or warranty of Seller shall have been or becomes untrue in any material respect, in each case such that the conditions set forth in Section 8.01(a) or Section 8.01(b), as the case may be, shall become impossible to fulfill on or before the earlier of the Outside Date or five (5) Business Days after delivery of written notice thereof by Buyer, unless such impossibility shall be due to the failure of Buyer to perform or comply with any of the covenants or agreements herein to be performed or complied with by it prior to the Closing;

(c) By Seller upon a material breach of any covenant or agreement of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have been or becomes untrue in any material respect, in each case such that the conditions set forth in Section 8.02(a) or Section 8.02(b), as the case may be, shall become impossible to fulfill on or before the earlier of the Outside Date or within five (5) Business Days after delivery of written notice thereof by Seller, unless such impossibility shall be due to the failure of Seller to perform or comply with any of the covenants or agreements herein to be performed or complied with by it prior to the Closing;

(d) Automatically upon the Bankruptcy Court's entry of an order approving an Alternative Transaction; provided, that if in connection with such Alternative Transaction, the Buyer is the Back-Up Bidder, then Buyer shall not be permitted to terminate this Agreement pursuant to this Section 2.04(d) until after the earlier of (A) the closing of such Alternative Transaction or (B) the Outside Date;

(e) By Seller or Buyer if the Closing has not occurred on or before June 16, 2014 (as may be extended by written agreement of the Parties, the "Outside Date"); provided, however, that a Party may not terminate this Agreement pursuant to this Section 2.04(e) if such Party is in breach of its obligations hereunder in any material respect and such breach is the sole reason that the Closing has not occurred by such date;

(f) By Buyer, if the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, an examiner with enlarged powers under section 1106(b) of the Bankruptcy Code or a trustee is appointed pursuant to the Bankruptcy Code, or the Bankruptcy Court enters an order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material portion of the Acquired Assets; or

(g) By Seller or Buyer if an Order is entered by a Governmental Authority of competent jurisdiction having valid enforcement authority permanently restraining, prohibiting or enjoining either Party from consummating the Transactions and such Order shall have become final and non-appealable or shall not have been vacated prior to the Outside Date.

2.05 Effect of Termination.

(a) No termination of this Agreement pursuant to Section 2.04 shall be effective until written notice thereof is given to the non-terminating Party specifying the provision hereof pursuant to which such termination is made. In the event that this Agreement is validly terminated as provided herein, this Agreement shall become wholly void and of no further force and effect without liability to Buyer or Seller, or any of their respective Representatives, and each shall be fully released and discharged from any Liability or obligation after the date of such termination and such termination shall be without liability to Buyer or Seller except as otherwise provided herein; provided, however, that (i) the obligations of the Parties under the Escrow Agreement and Sections 1.07(b), 2.05, 6.02 and ARTICLES IX and XI of this Agreement shall survive any such termination and shall be enforceable hereunder and (ii) the termination of this Agreement for any cause shall not relieve any Party hereto from any Liability which at the time of termination had already accrued to any other Party hereto or which thereafter may accrue in respect of any act or omission of such Party prior to such termination.

(b) If the Agreement is terminated automatically, mutually by Buyer or Seller or by Buyer, as applicable, pursuant to paragraphs (a), (b), (d), (e), (f), or (g) of Section 2.04, then the Escrow Agent shall pay the Deposit (together with all interest earned thereon) to Buyer.

(c) If the Agreement is terminated pursuant to paragraph (c) of Section 2.04, then the Escrow Agent shall pay the Deposit to Seller and Seller shall have all other rights and remedies as provided hereunder or applicable Law against Buyer in connection with such breach.

2.06 Remedies. (i) Each Party recognizes that if such Party breaches or refuses to perform any covenant set forth in this Agreement, monetary damages alone may not be adequate to compensate the non-breaching Party for its injuries, (ii) the non-breaching Party shall therefore be entitled, in addition to any other remedies that may be available, to seek specific performance of, or to enjoin the violation of, the terms of such covenants, (iii) if any Action is brought by the non-breaching Party to enforce such covenants, the Party in breach shall waive

the defense that there is an adequate remedy at Law, (iv) each Party agrees to waive any requirement for the security or posting of any bond in connection with any Action seeking specific performance of, or to enjoin the violation of, such covenants, and (v) each Party agrees that the only permitted objection that it may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

2.07 Survival. The representations and warranties of any Party made herein, in any other Transaction Document or in any other instrument delivered pursuant to this Agreement shall terminate at the Closing, or, subject to Section 2.05(a), upon termination of this Agreement pursuant to Section 2.04. Except with respect to covenants or agreements that are to be performed on or prior to the Closing, all covenants and agreements contained in this Agreement shall survive the Closing in accordance with their respective terms; provided, that any covenant or agreement contained herein whose survival is not limited by its terms shall survive until fully performed in accordance with its terms.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.01. Organization and Corporate Power. Except as a result of the Chapter 11 Case, Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its formation, with full corporate power and authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The Foreign Qualification Schedule attached hereto lists all of the jurisdictions in which Seller is required to qualify to do business as a foreign corporation, except where the failure to be so qualified would not have a material adverse effect upon the Business.

3.02. Authorization. Subject to the entry and effectiveness of the Approval Order, the execution, delivery and performance of this Agreement by Seller, each of the other Transaction Documents to which it is a party and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement and each of the other agreements contemplated hereby to which it is a party. Assuming this Agreement is a valid and binding obligation of Buyer and subject to the entry and effectiveness of the Approval Order, this Agreement and each of the other Transaction Documents to which it is a party constitute, or will constitute, the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions, subject to the effect of bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws and to general principles of equity (whether considered in proceedings at law or in equity).

3.03. No Violation. Except as set forth on the Authorization Schedule attached hereto and subject to the entry and effectiveness of the Approval Order, the execution, delivery and performance of this Agreement by Seller and each of the other Transaction Documents to which it is a party (including the assignment of the Assumed Contracts and Permits to Buyer) and the

consummation of the Transactions do not conflict with or result in any material breach of any of the provisions of, or constitute a material default, acceleration or loss of rights under, result in a material violation of, result in the creation of any Lien upon any Acquired Asset, Acquired Contract or Permit of Seller or require any material authorization, consent, approval, exemption or other action by or notice to any court or other Governmental Authority or any third party, under the provisions of Seller's certificate of incorporation or bylaws or any material indenture, mortgage, lease, loan agreement, license or other Contract (including any Acquired Contract) or instrument to which Seller is bound, or any Law, statute, rule or regulation or order, judgment or decree to which Seller is subject (except to the extent that any of the foregoing is rendered inapplicable by Order of the Bankruptcy Court).

3.04 Title to Properties.

(a) The real property demised by the leases described on the Leased Real Property Schedule attached hereto constitutes all of the real property leased by Seller and used in the Business. The Acquired Assets together with the Excluded Assets constitute all of the assets that are necessary and sufficient to conduct the Business substantially in the manner conducted as of the date hereof.

(b) The leases described on the Leased Real Property Schedule are in full force and effect, and Seller holds a valid and existing leasehold interest under each of the leases for the term set forth on the Leased Real Property Schedule. Seller has delivered to Buyer complete and accurate copies of each of the leases described on the Leased Real Property Schedule, and none of the leases have been modified in any material respect, except to the extent that such modifications are disclosed by the copies delivered to Buyer. Seller is not in default or breach in any material respect under any of such leases nor, to the Seller's knowledge, is any other party in default or breach in any material respect under any of such leases.

(c) Seller does not own any real property.

(d) Seller owns good and marketable title to all of the Acquired Assets, free and clear of all Liens, other than the Permitted Liens and Liens set forth on the attached Liens Schedule.

3.05 Tax Matters. Except as set forth on the Taxes Schedule attached hereto, Seller has filed (taking into account any valid extensions of time to file) all material Tax Returns which are required to be filed by it and has paid all material taxes shown as due and payable by Seller on all such Tax Returns. All material Taxes which Seller is obligated to withhold from amounts owing to any employee, creditor or third party have been fully paid or properly accrued. There are no ongoing actions, suits, claims, investigations or other legal proceedings with respect to material Taxes against Seller.

3.06 Contracts and Commitments.

(a) Except as set forth on the Contracts Schedule attached hereto, Seller is not a party to any (each a "Material Contract"): (i) collective bargaining Contract with any labor union affecting any Transferred Employee; (ii) Contract for the employment, severance or other

payments or benefits with respect to any Transferred Employee; (iii) agreement or indenture placing a Lien on any portion of the Acquired Assets; (iv) Contract under which it is lessee, licensor, licensee or lessor of, or holds or operates any personal property owned by any other party used in the operation of the Business, for which the annual payment exceeds \$25,000; (v) Contract or group of related Contracts with the same party related to the operation of the Business for the purchase or license of products or services, under which the undelivered balance of such products and services has an associated payment in excess of \$25,000; (vi) Contract or group of related Contracts with the same party related to the operation of the Business for the sale or license of products or services (excluding Intellectual Property which is covered by clause '(vii)' hereby) under which the payments for such products or services are in excess of \$25,000; (vii) license of any Intellectual Property material to the Conduct of the Business (excluding any commercially available off-the-shelf software for which annual payments are less than or equal to \$25,000) (collectively, the "Licensed Intellectual Property"); (viii) any Contract with any Material Supplier or Material Customer or (ix) Contract which prohibits Seller from freely engaging in the Business anywhere in the world or requiring it to exclusively purchase, sale, license or provide services to or from any Person.

(b) (i) Seller has performed any obligations required to be performed by it to date and is not (with or without the lapse of time or the giving of notice, or both) in material breach or default under any Material Contract, and (ii) to Seller's knowledge, no other party to any of the Material Contracts is (with or without the lapse of time or the giving of notice, or both) in material breach or default thereunder, except only for those defaults that will be cured by Seller in accordance with the Approval Order.

(c) Buyer either has been supplied with, or has been given access to, a true and correct copy of all Contracts which are referred to on the Contracts Schedule, together with all material amendments, waivers or other changes thereto (provided, however, that Seller shall not be required to reveal to Buyer prior to Closing the co-parties to any of the non-disclosure agreements that were entered into in connection with the sale process (provided that such non-disclosure agreement shall be in substantially the form provided to Buyer)).

(d) Seller has fully funded, or prior to Closing, will fully fund, all premiums or other amounts owed in respect of the Assumed Plans for periods ending on or prior to Closing, provided, however, for the avoidance of doubt and for the purposes of this section 3.06(d) only, Assumed Plans does not include accrued paid time off for Seller employees, and the match for Seller's 401(k) for the then current pay period.

3.07 Intellectual Property.

(a) Section 3.07(a) of the Intellectual Property Schedule attached hereto contains a true, correct and complete list of all Seller Registered Intellectual Property that includes the jurisdictions in which such item of Seller Registered Intellectual Property has been registered or filed and the applicable registration or serial number. All Seller Registered Intellectual Property is valid and subsisting, and, to the actual knowledge of the individuals identified in Section 10.02 below, enforceable.

(b) Except for Licensed Intellectual Property, as set forth on Section 3.07(b) of the Intellectual Property Schedule attached hereto (which schedule also accurately identifies each applicable Contract pursuant to which such Intellectual Property is licensed to the Seller), the Seller Owned Intellectual Property constitutes all of the material Intellectual Property used in connection with or necessary for the operation and conduct of the Business as it is currently operated by Seller. Seller exclusively owns and possesses all right, title, and interest in and to the Seller Owned Intellectual Property, free and clear of any Liens, other than the Permitted Liens and Liens set forth on the attached Liens Schedule.

(c) Section 3.07(c) of the Intellectual Property Schedule attached hereto accurately identifies each Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any material Seller Owned Intellectual Property. The Seller has not assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any material Seller Owned Intellectual Property to any Person.

(d) Except as set forth on Schedule 3.07(d) of the Intellectual Property Schedule, the Seller Owned Intellectual Property was developed by employees, agents, consultants, contractors or other Persons who have executed appropriate, valid, enforceable and irrevocable instruments of assignment in favor of the Seller as assignee that have conveyed to the Seller ownership of all Intellectual Property rights in such Intellectual Property.

(e) Except as set forth on Section 3.07(e) of the Intellectual Property Schedule, Seller has not received any written notices of infringement or misappropriation from any third party with respect to the Seller Owned Intellectual Property. To the Seller's Knowledge, neither the Seller nor any of its products or services has infringed (directly, contributorily, by inducement or otherwise), misappropriated or otherwise violated, nor is currently infringing (directly, contributorily, by inducement or otherwise), misappropriating or otherwise violating the Intellectual Property of any other Person and, except as set forth on Section 3.07(e) of the Intellectual Property Schedule, to Seller's knowledge, no third party has or is currently infringing upon, misappropriating or otherwise violating any Seller Owned Intellectual Property. No claim, legal proceeding or Action involving any Seller Owned Intellectual Property is pending against Seller or, to the Seller's Knowledge, has been threatened against Seller.

(f) Other than in connection with the Chapter 11 Case or as set forth on Section 3.07(f) of the Intellectual Property Schedule, the Seller is not subject to any proceeding or Order (i) restricting in any manner the use, transfer or licensing by the Seller of any of the Seller Intellectual Property or (ii) that may affect the validity, use or enforceability of the Seller Intellectual Property or any product or service of the Seller related thereto.

(g) Except as set forth on Section 3.07(g) of the Intellectual Property Schedule, to Seller's Knowledge, none of the Software owned by the Seller contains any bug, defect or error (including any bug, defect, or error relating to or resulting from the display, manipulation, processing, storage, transmission or use of data data) that materially and adversely affects the use, functionality or performance or any product or material system containing or used in conjunction with such Software as currently used by Seller.

(h) To Seller's Knowledge, no Software owned by the Seller contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or that is capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

(i) Except as set forth on Section 3.07(i) of the Intellectual Property Schedule, no Software owned by the Seller is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any "open source" license such as the GNU Public License, Lesser GNU Public License or Mozilla Public License) that requires, as a condition to the use or distribution of such Software of the Seller or, the disclosure, licensing or distribution of any source code for any portion of such Software of the Seller, or could or does otherwise impose any limitation, restriction or condition on the right or ability of the Seller to use or distribute any Software of the Seller.

(j) The Seller has taken reasonable steps to maintain the confidentiality of and otherwise protect its rights in the Seller Confidential Information and any trade secret or confidential information of third parties used by the Seller, and, except under confidentiality obligations, there has not been any disclosure by the Seller of any Seller Confidential Information or any such trade secret or confidential information of third parties. Except as set forth on Section 3.07(j) of the Intellectual Property Schedule, none of the Software source code owned by the Seller has been delivered, licensed, published or disclosed by the Seller, and no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time or both) will, or could reasonably be expected to, result in the delivery, license or disclosure of such source code to any other Person.

3.08 Litigation; Compliance; Permits. Except as set forth on the Litigation Schedule attached hereto, there are no Actions pending or, to Seller's knowledge, overtly threatened against Seller, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. There are no outstanding Orders, judgments, injunctions or decrees of any court or Governmental Authority against Seller or, to Seller's knowledge, relating to any Action that apply, in whole or in part, to Seller. Set forth on the Permits Schedule is a complete and accurate list of all material Permits. Each Permit is valid and in full force and effect, and is not subject to any pending or threatened administrative or judicial Action to revoke, cancel, suspend or declare such Permit invalid in any respect.

3.09 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement made by or on behalf of Seller (other than the fees and expenses of JMP Securities LLC, which shall be paid by Seller).

3.10 Governmental Consent, etc. Except as set forth on the Governmental Consents Schedule and subject to the entry and effectiveness of the Approval Order, no material Permit, consent, approval or authorization of, or declaration to or filing with, any Governmental

Authority is required in connection with any of the execution, delivery or performance of this Agreement by Seller or the consummation by Seller of any other transaction contemplated hereby.

3.11 Insurance. The Insurance Schedule attached hereto lists each insurance policy maintained by Seller. All of such insurance policies are in full force and effect, and to Seller's knowledge, Seller is not in material default with respect to its obligations under any of such insurance policies. Also set forth on the Insurance Schedule is a list of all pending claims relating to the Business submitted by or on behalf of Seller under any insurance policies listed on the Insurance Schedule.

3.12 Affiliated Transactions. Except as set forth on the Affiliated Transactions Schedule attached hereto, no officer, director, shareholder or Affiliate of the Seller or any individual in such officer's, director's or shareholder's immediate family is a party to any material Contract or transaction with Seller as related to the Business or has any material interest in any material property used by the Business. Holding is the holder of all the issued and outstanding capital stock of Edgenet.

3.13 Financial Statements. The Financial Statements Schedule sets forth a list of the financial statements provided by Seller to Buyer with respect to the Business (collectively the "Seller Reports"). Except as set forth on the Financial Statements Schedule, each of the Seller Reports have been prepared in accordance with generally accepted accounting principles applied on a consistent basis, presents fairly, in all material respects, the financial position and results of operations and cash flows of Seller as of the respective dates or for the respective periods set forth therein and have been prepared on a consistent basis. Not later than two (2) Business Day's prior to Closing, Seller shall provide Buyer an updated balance sheet estimated as of the Closing, listing, among other things, the current, post-petition accounts payable and accounts receivable as of the date thereof.

3.14 Customers and Suppliers. The Customers and Suppliers Schedule sets forth a list of the names of the ten largest customers (the "Material Customers") and ten largest suppliers ("Material Suppliers") of the Business (as measured by billings and expenditures, respectively) for the cumulative 12 month period ended December 31, 2013 and the 2 month period ended February 28, 2014. Except as set forth on the Customers and Suppliers Schedule, none of the Material Customers or Material Suppliers during the 12 month period ended on the date hereof has cancelled, terminated, materially reduced or indicated its intention to cancel, terminate or materially reduce the amount of business transacted with Seller.

3.15 Absence of Developments. Except as set forth on Developments Schedule or in connection with the Chapter 11 Case, since December 31, 2013, Seller has not: (i) sold, assigned, transferred, leased, licensed or otherwise encumbered any of its material assets, except in the ordinary course of business consistent with past practice, or canceled any debts or claims; (ii) made or granted any material bonus or any material wage or salary increase to any employee or group of employees (except in the ordinary course of business consistent with past practice or Orders approved in the Chapter 11 Case), or made or granted any material increase in any Plan or arrangement, or amended or terminated any existing Plan or arrangement or adopted any new Plan or arrangement or entered into, amended or terminated any collective bargaining agreement

or other employment Contract; (iii) suffered any extraordinary losses or waived any rights of value (whether or not in the ordinary course of business or consistent with past practice) in excess of \$50,000 in the aggregate; (iv) made capital expenditures or commitments therefor that amount in the aggregate to more than \$50,000; (v) except as to unpaid, pre-petition claims, delayed or postponed the payment of any accounts payable or commissions or any other liability or obligation, or agreed or negotiated with any party to extend the payment date of any accounts payable or commissions or any other material liability or obligation or accelerated the collection of (or discounted) any accounts or notes receivable outside the ordinary course of business; (vi) taken any action or failed to take any action that has, had or would reasonably be expected to have the effect of materially accelerating to pre-Closing period sales to customers or other revenues that would otherwise be expected to take place or be incurred after the Closing; or (vii) agreed, whether orally or in writing, to do any of the foregoing.

3.16 No Other Representations or Warranties: Schedules. Except for the representations and warranties contained in this Article III (as modified by the Schedules hereto), neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller, the Business, the Acquired Assets, the Assumed Liabilities or the Transactions, and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller or any of their respective Representatives. Except for the representations and warranties contained in this Article III (as modified by the Schedules hereto), Seller expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Acquired Assets (including any implied or express warranty of merchantability or fitness for a particular purpose). Seller makes no representations or warranties to Buyer regarding the probable success or profitability of the Business and Buyer expressly assumes such risk.

3.17 Conduct of Business. Since April 11, 2014, Seller has not undertaken any action or allowed any circumstances or events to occur that, if taken after the date of this Agreement, would constitute a breach of Section 6.05.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

4.01 Organization and Corporate Power. Buyer is a Tennessee limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full corporate power and authority to enter into this Agreement and each of the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.

4.02 Authorization. The execution, delivery and performance of this Agreement by Buyer and each of the other Transaction Documents to which it is a party and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement and each of the other Transaction Documents to which it is a party. Assuming that this Agreement is a valid and binding obligation of Seller, this Agreement

and each of the other Transaction Documents to which it is a party constitutes, or will constitute, a valid and binding obligation of Buyer, enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws and to general principles of equity (whether considered in proceedings at law or in equity).

4.03 No Violation. Buyer is not subject to or obligated under its certificate of incorporation, any applicable Law, or rule or regulation of any Governmental Authority, or any material agreement or Instrument, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated by Buyer's execution, delivery or performance of this Agreement.

4.04 Governmental Authorities Consents. Subject to the entry and effectiveness of the Approval Order, Buyer is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution or delivery by it of this Agreement or the consummation of the Transactions, including, without limitation, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended and the rules and regulations promulgated thereunder. No consent, approval or authorization of any Governmental Authority or any other party or Person is required to be obtained by Buyer in connection with its execution, delivery and performance of this Agreement or the Transactions.

4.05 Litigation. There are no Actions pending or, to the Buyer's knowledge, overtly threatened against or affecting Buyer at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would adversely affect Buyer's performance under this Agreement or the consummation of the Transactions.

4.06 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement made by or on behalf of Buyer.

4.07 Solvency. Immediately after giving effect to the Transactions, Buyer shall have adequate capital to carry on its business (including the Business). No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of the Business.

4.08 Adequate Assurance. Buyer is capable of and shall be responsible for satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and is capable of and shall be responsible for producing or providing any and all information required by the Bankruptcy Code and the Bankruptcy Court in connection therewith.

4.09 Financial Capability. Buyer will have at the Closing (a) sufficient funds available to pay the Purchase Price and any expenses incurred by Buyer in connection with the Transactions, and (b) the resources and capabilities (financial or otherwise) to perform its obligations hereunder.

4.10 OFAC. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any federal executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order")) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Buyer is in compliance with all Laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Buyer and all beneficial owners of Buyer with respect to or arising out of the requirements of the Executive Order and other similar requirements contained in the rules and regulations of OFAC and in enabling legislation or other federal executive orders in respect thereof.

ARTICLE V
BANKRUPTCY COURT MATTERS

5.01 [Intentionally deleted].

5.02 [Intentionally deleted].

5.03 [Intentionally deleted].

5.04 Efforts of Seller. Subject to the first sentence of Section 7.08 below, Seller shall not take any action, directly or indirectly, that is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Procedures Order or this Agreement. Seller shall not take any action, directly or indirectly, that is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Approval Order or this Agreement.

5.05 Timing. Seller shall use commercially reasonable efforts to: (a) ensure that the Auction (to the extent not cancelled because there were no competing bids for the Auction) shall be completed no later than June 9, 2014; (b) obtain entry of the Approval Order by no later than June 12, 2014; and (c) consummate the Closing on or before the Closing Date.

5.06 Review of Pleadings. Seller shall deliver or cause to be delivered to Buyer for review and comment, as soon as reasonably practicable, but in no event less than two (2) Business Days, prior to filing, drafts of all substantive documents to be filed on behalf of Seller with the Bankruptcy Court, including all motions, applications, petitions, schedules and supporting papers prepared by Seller (including forms of Orders and notices to interested parties) that relate to the Transactions, which must be reasonably satisfactory in form and substance to Buyer; provided, however, that if Seller is seeking emergency relief, it must deliver or cause to be delivered to Buyer such motions, applications, petitions, schedules, and supporting papers as soon as reasonably practicable under the circumstances.

5.07 Avoidance Actions. Seller covenants and agrees that it will not commence or prosecute any Avoidance Actions against any current customer or supplier of the Business as of the Closing Date without the prior consent of Buyer prior to or after the Closing; provided, however, that the prior consent of Buyer shall not be required with respect to the Avoidance Actions described on Schedule 5.07 attached hereto.

ARTICLE VI
PRE-CLOSING COVENANTS

6.01 Access to Information. Seller agrees that prior to the Closing Date, Buyer shall be entitled, through its Representatives, to (a) make such investigation of the properties, businesses and operations of the Business, (b) make such examination of the books and records of the Business, the Acquired Assets and the Assumed Liabilities as Buyer reasonably requests and to make extracts and copies of such books and records, and (c) reasonable access to Seller's employees, customers and vendors. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and Seller shall reasonably cooperate therein. Buyer and its Representatives shall cooperate with Seller and its Representatives and shall use their reasonable efforts to minimize any disruption to the Business in connection with such investigation and examination. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which Seller is bound.

6.02 Confidential Information. Buyer acknowledges that Information (as defined in the Confidentiality Agreement) has been, and in the future will be, provided to it in connection with this Agreement, including under Section 6.01, and is subject to the terms of that certain letter agreement dated as of September 28, 2013, by and between Buyer and Seller (as amended, restated, supplemented or otherwise modified from time to time, the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Buyer acknowledges and understands that this Agreement (with the Schedules redacted) shall be an exhibit to the Approval Order, may be otherwise made available by Seller to prospective bidders, and such disclosure shall not be deemed to violate any confidentiality obligations owing to Buyer, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. The provisions of this Section 6.02 and the Confidentiality Agreement shall survive the Closing. The Parties acknowledge and agree that any disclosures made to the Secured Party by either Party with respect to the Business, the Transactions or the Transaction Documents shall not be in violation of this Section 6.02.

6.03 Employees. Set forth on the Employee Schedule attached hereto is a list of all of the employees of Seller (which Employee Schedule shall be updated by Seller immediately prior to Closing). The Seller employees listed on the Employee Schedule are referred to herein as the "Seller Employees". Buyer may offer employment to any or all of the Seller Employees. Seller Employees who accept employment offers from Buyer and commence work with Buyer pursuant to such offers shall be referred to herein as "Transferred Employees". All Transferred Employees will be employed by Buyer on an "at-will" basis. Further, within three (3) Business Days after delivery of written demand therefor delivered by Seller to Buyer at any time within

sixty (60) days after Closing, Buyer will reimburse Seller in cash up to \$150,000 in the aggregate for any severance payments that Seller is required to make to the Seller Employees that are not hired by Buyer.

6.04 Supplements to Schedules. Seller shall give prompt notice to Buyer of (a) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which would be likely to cause a material breach of any representation or warranty made by Seller contained in this Agreement, and (b) any failure of Seller to comply in any material respect with or satisfy any covenant, condition or agreement to be complied with or satisfied by them hereunder.

6.05 Conduct of Business. Except (a) as required by applicable Law; (b) as otherwise expressly contemplated by this Agreement (including, without limitation, as set forth on the Conduct of Business Schedule (Schedule 6.05) attached hereto), or the Cash Collateral Order; or (c) with the prior written consent of Buyer, during the period from the date of this Agreement to the Closing, Seller shall (i) continue to conduct the Business in the ordinary course of business in all material respects (subject to the restrictions imposed upon Seller as a Debtor in the Chapter 11 Case, including, without limitation, restrictions pursuant to the Cash Collateral Order); (ii) use its commercially reasonable efforts to preserve the present business operations, organization and goodwill of the Business in all material respects; (iii) not merge or consolidate with any other Person or restructure, reorganize or completely or partially liquidate; (iv) not sell, lease, license, transfer, exchange or swap, divest, cancel, abandon, mortgage or otherwise encumber or subject to any Lien (other than Permitted Liens) or otherwise dispose of any material assets; (v) not enter into, materially amend, materially modify or terminate any Material Contract; (vi) not make any material change in the compensation of, or benefits to, its employees, other than changes made in accordance with normal compensation practices and consistent with past compensation practices; (vii) not authorize or commit to make any capital expenditures, including capitalized labor or salary, in excess of \$50,000 in the aggregate, unless paid for by Seller in full prior to Closing; (viii) other than in the ordinary course of business consistent with past practice, not waive any rights of material value or suffer any material extraordinary losses or material adverse changes in collection loss experience, or settle any material litigation with respect to the Business; (ix) not take or omit to take any action that has or would reasonably be expected to have the effect of materially accelerating sales to customers or revenues to pre-Closing periods that would otherwise be expected to take place or be incurred in post-Closing periods; (x) not delay or postpone the payment of any accounts payable; (xi) not accelerate the collection of or discount any accounts receivable outside the ordinary course of business; and (xii) not enter into any Contract with respect to any of the foregoing.

ARTICLE VII OTHER COVENANTS

7.01 Participation and Service Credit. For at least twelve (12) months following the Closing, Buyer shall offer each Transferred Employee with compensation and benefits (excluding any severance benefits) that are, in the aggregate, substantially comparable to the compensation and benefits provided to such Transferred Employee by Seller or any of its Affiliates immediately prior to the Closing. Effective as of the Closing, Buyer shall give each Transferred Employee service credit for purposes of eligibility, vesting and determination of

level of benefits under each Plan of Buyer ("Applicable Buyer Plan") to the extent such service was recognized under a corresponding Plan of Seller. Any Applicable Buyer Plan providing health benefits shall provide that each Transferred Employee shall be immediately eligible to participate in and receive coverage under such Applicable Buyer Plan as of the Closing, and Buyer shall waive any restrictions on coverage for pre-existing conditions or requirements for evidence of insurability under any Applicable Buyer Plan that is a Welfare Benefit Plan for Transferred Employees to the extent such restrictions have been or would have been satisfied under Seller's Welfare Benefit Plans.

7.02 Preservation of Records; Cooperation. Seller and Buyer shall preserve and keep in their possession all records held by them on and after the date hereof relating to the Acquired Assets for a period of three (3) years or such longer period as may be required by applicable Law (provided, however, that in no event shall Seller be required to preserve such records after the Chapter 11 Case is closed or dismissed) and shall make such records and personnel available to the other Party as may reasonably be required by such Party, including in connection with any insurance claims or Actions involving the Acquired Assets, or any governmental investigations of Seller or Buyer or any of their respective Affiliates related to the Acquired Assets, or in order to enable Seller or Buyer or any of their respective Affiliates to comply with their respective obligations hereunder and each other agreement, document or instrument contemplated hereby or thereby or otherwise, or to allow Seller to transition and conduct accounting and tax wind down activities and prosecute or defend any Actions by making Buyer's computer systems and accounting department personnel reasonably available to Seller without cost (it being acknowledged that Buyer shall maintain the Microsoft Dynamics SL (a/k/a Solomon) System for at least two (2) years after Closing); provided, further, that in no event shall either Party be obligated to provide any information the disclosure of which would jeopardize any privilege available to such Party or any of its Affiliates relating to such information or that would cause such Party or any of its Affiliates to breach a confidentiality obligation to which it is bound. Buyer further acknowledges that Seller shall be entitled to copy any such records, at Seller's sole cost and expense, and to retain copies of such records.

7.03 Certain Taxes.

(a) Seller and Buyer shall split and equally pay on or prior to their due date all documentary, sales, use, stamp, registration, excise, value added, business, goods and services, transfer, recording, conveyancing and other such Taxes and fees (collectively, "Transfer Taxes"), including any penalties, interests and additions to Tax with respect thereto, incurred in connection with this Agreement, and Seller shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and if required by applicable Law, Buyer shall, and shall cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) Buyer and Seller shall (and shall cause their respective Affiliates to) cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing or preparation of any Tax Returns and any audit, litigation or other proceeding with respect to Taxes at the cost and expense of the requesting Party. Such cooperation shall include the retention and (upon the other Party's request) the providing of records and information which

are reasonably relevant to any such Tax Return audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer shall retain all books and records with respect to Tax matters pertinent to the Acquired Assets and Assumed Liabilities relating to any tax periods for the required statutory period and shall abide by all record retention agreements entered into with any taxing authority, and shall give Seller reasonable written notice prior to transferring, destroying or discarding any such books and records prior to the expiration of the applicable statute of limitations for that tax period, and, if Seller so requests, Buyer shall allow Seller to take possession of such books and records.

(c) Taxes (other than the Transfer Taxes) imposed upon or assessed directly against the Acquired Assets for a Tax period in which the Closing occurs (the "Proration Period") will be apportioned and prorated between Seller and Buyer as of the Closing Date with Buyer bearing the expense of Buyer's proportionate share of such Taxes which shall be equal to the product obtained by multiplying (i) a fraction, the numerator being the amount of the Taxes and the denominator being the total number of days in the Proration Period, times (ii) the number of days in the Proration Period following the Closing Date, and Seller shall bear the remaining portion of such Taxes.

(d) Pursuant to Rev. Proc. 2004-53, Buyer and Seller agree to follow the "Standard Procedure" for purposes of satisfying the federal wage and employment tax reporting and filing requirements with respect to wages and other compensation paid to the Transferred Employees for the calendar year which includes the Closing Date. However, Buyer shall be responsible for printing and furnishing a Form W-2 to each Transferred Employee disclosing all wages and other compensation paid for such calendar year, and taxes withheld therefrom for both Buyer and Seller, and Seller shall be relieved of the responsibility to do so.

7.04 Further Assurances. From time to time prior to, on and following the Closing, as and when requested by any Party hereto and at such Party's expense, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions (including the giving or obtaining of any notices or consents). If Buyer is entitled to receive under this Agreement any payments, assets or any accounts receivable and such payments, assets or accounts receivable are paid to, or held by, Seller, then Seller shall promptly, and in any event within five (5) Business Days, remit such amount or asset to Buyer. If Seller is entitled to receive under this Agreement any payments, assets or any accounts receivable and such payments, assets or accounts receivable are paid to, or held by, Buyer, then Buyer shall promptly, and in any event within five (5) Business Days, remit such amount or asset to Seller.

7.05 Name Change. Promptly after the Closing and in any event within thirty (30) days after the Closing Date, Seller shall file (and shall cause its Affiliates to file) with the Secretary of State for the State of Delaware (and any other jurisdictions where it is qualified) an amendment to its certificate of incorporation changing its company name to one dissimilar to, and not including, "Edgenet," and promptly thereafter deliver to Buyer evidence, in form and substance reasonably satisfactory to Buyer, of such change to its company name. From and after

the Closing Date, Seller shall cease all use of all Intellectual Property included in the Acquired Assets, including, without limitation, the trademarks included in the Acquired Assets or any confusingly similar variation thereof.

7.06 Seller Confidentiality. After the Closing, Seller agrees not to disclose or use at any time (and such Person shall cause its Affiliates not to use or disclose at any time) any Seller Confidential Information. After the Closing, Seller further agrees to take all appropriate steps (and to cause its Affiliates to take all appropriate steps) to safeguard such Seller Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. In the event Seller or any of its Affiliates is required by Law or legal process to disclose any Seller Confidential Information after the Closing, Seller shall promptly notify Buyer in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and such Seller shall cooperate with Buyer to preserve the confidentiality of such information consistent with applicable Law.

7.07 Non-Assignment of Contracts. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Assumed Contract if, after giving effect to the provisions of section 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a consent, would constitute a breach thereof or in any way negatively affect the rights of Buyer, as the assignee of such Assumed Contract. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such consent is required but not obtained, prior to the closing or conversion of the Chapter 11 Case, Seller shall cooperate with Buyer, at Buyer's sole expense, in any reasonable arrangement, including Buyer's provision of credit support, designed to provide for Buyer the benefits and obligations of or under any such Assumed Contract, including enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereto arising out of the breach or cancellation thereof by such third party (provided that Buyer shall fully indemnify and hold Seller harmless with respect to any and all claims, costs and expenses relating to or arising from such Contract from and after the Closing Date). Any assignment to Buyer of any Assumed Contract that shall, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, require the consent of any third party for such assignment as aforesaid shall be made subject to such consent being obtained. Any Contract that would be an Assumed Contract but is not assigned in accordance with the terms of this Section 7.07 shall not be considered an "Assumed Contract" for purposes hereof unless and until such Contract is assigned to Buyer after the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval, if required.

ARTICLE VIII CONDITIONS TO CLOSING

8.01 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer, in its reasonable discretion, in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects at and as of the Closing, except to the extent such

representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date), (in each case except for such representations and warranties that are qualified by "material" or "Material Adverse Effect", which such representations and warranties shall be true and correct in all respects giving effect to such qualifications) and Buyer shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect;

(b) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date, and Buyer shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to the foregoing effect;

(c) Since the date of this Agreement, no fact, event or circumstance shall have occurred or arisen that, individually or in combination with any other fact, event or circumstance, has had or would reasonably be expected to have a Material Adverse Effect;

(d) Seller shall have received or obtained and delivered to Buyer all consents set forth on Schedule 8.01(d) and such consents shall be in full force and effect;

(e) [Reserved]; and

(f) Seller shall have delivered, or caused to be delivered, to Buyer all of the items set forth in Section 2.02(a).

8.02 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the Transactions is subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller, in its reasonable discretion, in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date), (in each case except for such representations and warranties that are qualified by "material" or "Material Adverse Effect", which such representations and warranties shall be true and correct in all respects giving effect to such qualifications) and Seller shall have received a certificate signed by an authorized officer of Buyer, dated the Closing Date, to the foregoing effect;

(b) Buyer shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Buyer, dated the Closing Date, to the foregoing effect; and

(c) Buyer shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 2.02(b).

8.03 Conditions Precedent to Obligations of Buyer and Seller. The respective obligations of Buyer and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer and Seller in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Law or Order by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the Procedures Order shall have been entered by the Bankruptcy Court, shall not have been and at the time stayed, vacated, revoked, or withdrawn as of the Closing Date (it being acknowledged and agreed that the Buyer shall waive any right it may have under the applicable sections of the Bankruptcy Code or Rules that require the expiration of fourteen (14) days after the entry of such Order before consummating the transactions contemplated hereby); and

(c) the Approval Order shall have been entered by the Bankruptcy Court, shall not have been stayed, vacated, revoked, or withdrawn as of the Closing Date (it being acknowledged and agreed that the Buyer shall waive any right it may have under the applicable sections of the Bankruptcy Code or Rules that require the expiration of fourteen (14) days after the entry of such Order before consummating the transactions contemplated hereby).

8.04 Frustration of Closing Conditions. Neither Seller nor Buyer may rely on the failure of any condition set forth in Section 8.01, Section 8.02 or Section 8.03, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE IX LIMITATIONS

9.01 Buyer's Review.

(a) No Reliance. Buyer has had the opportunity to ask questions in connection with its decision to enter into this Agreement and to consummate the Transactions. In connection with the execution and delivery of this Agreement and the consummation of the Transactions, Buyer has not relied upon, and Buyer expressly waives and releases Seller from any Liability for any claims relating to or arising from, any representation, warranty, statement, advice, document, projection, or other information of any type provided by Seller or its Affiliates or any of their respective Representatives, except for those representations and warranties expressly set forth in Article III. In deciding to enter into this Agreement, and to consummate the Transactions, Buyer has relied solely upon its own knowledge, investigation, judgment and analysis (and that of its Representatives) and not on any disclosure or representation made by, or any duty to disclose on the part of Seller or its Affiliates or any of their respective Representatives, other than the express representations and warranties of Seller set forth in Article III. Buyer acknowledges and agrees that it has not relied upon, and Buyer expressly waives and releases Secured Party from any Liability for any claims relating to or arising from, any representation, warranty, statement, advice, document, projection, or other information of

any type provided by Secured Party or its Affiliates (excluding Seller to the extent deemed an Affiliate of Secured Party).

(b) Limited Duties. Any and all duties and obligations which any Party may have to any other Party with respect to or in connection with the Acquired Assets, this Agreement or the Transactions are limited to those specifically set forth in this Agreement. Neither the duties nor obligations of any Party, nor the rights of any Party, shall be expanded beyond the terms of this Agreement on the basis of any legal or equitable principle or on any other basis whatsoever.

9.02 No Consequential or Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

ARTICLE X DEFINITIONS

10.01 Definitions. The following terms have the meaning set forth below:

“Action” means any action, suit, arbitration, claim, inquiry, proceeding or investigation by or before any Governmental Authority of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

“Acquired Assets” has the meaning set forth in Section 1.01.

“Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

“Agreement” has the meaning set forth in the preamble.

“Alternative Transaction” means (i) the acquisition of any shares of capital stock or any other voting securities of Seller or any interests therein, (ii) the acquisition of all or more than an immaterial portion of the assets and properties of Seller or any interests therein in one or a series of transactions, (iii) the merger, consolidation or combination of any Person with Seller, (iv) the reorganization or liquidation of Seller through a chapter 11 plan, or (v) any of the foregoing transactions effected through a credit bid of or regarding any creditor’s Claims against Seller, whether pursuant to section 363(k) of the Bankruptcy Code or otherwise, in each case other than Buyer.

“Applicable Buyer Plan” has the meaning set forth in Section 7.01.

"Approval Order" means an order of the Bankruptcy Court substantially in the form attached hereto as Exhibit H (with such non-material revisions thereto as may be required by the Bankruptcy Court), and which has not been modified in any respect for terms without the prior consent of Buyer that (a) affect in any respect the economics of the Transaction or the dates or deadlines set forth in the order or the Agreement (other than dates or deadlines modified to accommodate the Bankruptcy Court's schedule) or (b) is materially adverse to Buyer in any other respect.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.02(a).

"Assumed Contract" has the meaning set forth in Section 1.01(e).

"Assumed Liabilities" has the meaning set forth in Section 1.03.

"Auction" has the meaning specified in the Procedures Order.

"Back-Up Bidder" has the meaning given to such term in the Procedures Order.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bid Deadline" has the meaning given to such term in the Procedures Order.

"Bill of Sale" has the meaning set forth in Section 2.02(a).

"Business" has the meaning set forth in the preamble.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the State of Delaware.

"Business Records" means all books, files and records to the extent they apply to the Acquired Assets, including customer lists, historical customer files, reports, plans, data, accounting and tax records, test results, product specifications, drawings, diagrams, training manuals, engineering data and safety and documents, maintenance schedules, operating and production records, inventory records, business plans, and marketing and all other studies, documents and records.

"Buyer" has the meaning set forth in the preamble.

"Cash Collateral Order" means that certain final Order (a) Authorizing Postpetition Use of Cash collateral, (B) Granting Adequate Protection to the Adequate Protection Parties, (C) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (D) Granting Related Relief entered by the Bankruptcy Court in the Chapter 11 Case on or about February 19, 2014 at docket number.

"Chapter 11 Case" has the meaning set forth in the recitals.

"Claiming Party" has the meaning set forth in Section 11.17.

"Claims" means any and all claims as defined in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.01.

"Closing Date" has the meaning set forth in Section 2.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" has the meaning set forth in Section 6.02.

"Contract" means any contract, purchase order, indenture, note, bond, loan, instrument, certificate, deed, bill of sale, license, lease, commitment, understanding (written or oral) or other agreement.

"Copyright Assignment" has the meaning set forth in Section 2.02(a).

"Cure Costs" means all monetary liabilities, including pre-petition monetary liabilities, of Seller that must be paid or otherwise cured or given adequate assurance that they will be promptly cured in order to satisfy Seller's monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer in accordance with this Agreement as such amounts are determined by the Bankruptcy Court to satisfy section 365 of the Bankruptcy Code.

"Defending Party" has the meaning set forth in Section 11.17.

"Deposit" has the meaning set forth in Section 1.07(a).

"Domain Name Assignment" has the meaning set forth in Section 2.02(a).

"Escrow Agent" has the meaning set forth in Section 1.07(a).

"Escrow Agreement" has the meaning set forth in Section 1.07(a).

"Excluded Assets" has the meaning set forth in Section 1.02.

"Excluded Contracts" has the meaning set forth in Section 1.04(b).

"Excluded Liabilities" has the meaning set forth in Section 1.05.

"Governmental Authority" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the United States or to a foreign, federal, state or local government, any governmental authority, agency, department, board, commission or instrumentality or any political subdivision thereof, and any tribunal or court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

"Indebtedness" means all indebtedness for borrowed money (i) owed by the Seller under a credit facility or (ii) evidenced by any note, bond, debenture or other debt security issued by Seller and also shall include (a) any obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (b) the face amount of all letters of credit issued for the account of Seller, (c) obligations (whether or not such Seller has assumed or become liable for the payment of such obligation) secured by Liens, (d) capitalized lease obligations, (e) overdue trade payable, (f) all guarantees and similar obligations of Seller, (g) all accrued interest, fees and charges in respect of any Indebtedness, and (h) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any Indebtedness.

"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (i) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, algorithms, apparatus, databases and data collections, diagrams, formulae, methods, network configurations and architectures, processes, protocols, schematics, specifications, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all industrial designs and any registrations and applications therefor; (v) all internet uniform resource locators, domain names, trade names, logos, brand names, slogans, product names, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (vi) all Software, databases, subroutines, user interfaces, techniques, URLs, web sites and data collections and all rights therein; (vii) all moral and economic rights of authors and inventors, however denominated; (viii) other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies, and summaries); (ix) all rights under non-disclosure or confidentiality, non-compete, assignment of intellectual property rights (inventions), acknowledgement of work-for-hire or non-solicitation agreements with employees, consultants, independent contractors and agents of a Person or with third parties, including non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the sale of the Business; and (x) any similar or equivalent rights to any of the foregoing.

"Law" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation, governmental guideline or other requirement enacted, promulgated, issued or entered by a Governmental Authority, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of a Governmental Authority.

"Lease Assignment" has the meaning set forth in Section 2.02(a).

"Liabilities" means any and all debts, losses, liabilities, claims (including claims as defined in the Bankruptcy Code), damages, expenses, fines, costs, royalties, proceedings,

deficiencies or obligations (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise and whether due or to become due, and whether in contract, tort, strict liability or otherwise, and whether or not resulting from third party claims, and any reasonable out-of-pocket costs and expenses in connection therewith (including reasonable legal counsels', accountants', or other fees and expenses incurred in defending any action or in investigating any of the same or in asserting any rights thereunder or hereunder).

"Licensed Intellectual Property" has the meaning set forth in Section 3.06(a).

"Lien" means any mortgage, pledge, hypothecation, lien (statutory or otherwise), preference, priority, security interest, security agreement, easement, charge, claim, covenant, restriction, proxy, option, warrant, call, commitment, voting agreement or other encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

"Material Adverse Effect" means any change, effect, event, occurrence, development, circumstance or state of facts which (i) has had or would reasonably be expected to have, individually or in the aggregate, a materially adverse effect on the Business or the financial condition or results of operations of the Seller, (ii) would materially impair the ability of Seller to perform its obligations under this Agreement or (iii) would have a materially adverse effect on, or prevent or materially delay the consummation of, the Transactions; provided, however, that a Material Adverse Effect shall not include (A) general economic or industry circumstances or events, but only if such circumstances or events do not have a disproportionate impact on the Business when compared to other industry participants, and (B) changes, effects, or impacts on Seller or the Business arising directly out of, based on, or resulting from (x) the taking of any actions required to be taken by a Party under the terms of this Agreement, (y) the filing by Seller of the Bankruptcy Case, or (z) the sale process in the Chapter 11 Case.

"Material Contract" has the meaning set forth in Section 3.06.

"Material Customers" has the meaning set forth in Section 3.14.

"Material Suppliers" has the meaning set forth in Section 3.14.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award.

"Outside Date" has the meaning set forth in Section 2.04(c).

"Parties" has the meaning set forth in the preamble.

"PayPal Funds" means all "restricted cash," all "cash reserves," and any other balance of cash in an account held by PayPal for Seller, net an allowance for chargebacks.

"Permitted Liens" means:

(a) all rights reserved to or vested in any Governmental Authority to control or regulate the Acquired Assets and all obligations and duties under all applicable Laws or under any Permit issued by any Governmental Authority;

(b) Liens for Taxes not yet due and payable;

(c) statutory or contractual Lien rights of landlords arising in the ordinary course under leases subject to the Lease Assignment for the payment of rents or other amounts required thereunder accruing from and after Closing;

(d) any defects, exceptions, existing easements, covenants, conditions, rights-of-way, restrictions and other encumbrances (other than monetary Liens) and matters currently of record affecting title to the real property which, when taken individually or as a whole, are not material, do not adversely affect the present ownership, use or operations of such properties or assets;

(e) with respect to leases subject to the Lease Assignment, zoning, building codes and other land use laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any governmental body having jurisdiction over such real property; and

(f) Liens and encumbrances designated as Permitted Liens on the Liens Schedule.

"Permits" means any approvals, authorizations, consents, licenses, franchises, permits or certificates (and any related pending applications).

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority (or any department, agency, or political subdivision thereof).

"Plan" means (i) "employee benefit plan," as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or under any similar Law, and (ii) all other material employee benefit plans, programs and arrangements, including all material profit-sharing, bonus, stock option, restricted stock units/shares, stock ownership, pension, retirement, deferred compensation, excess benefit, post-retirement medical or life insurance, welfare, incentive, sick leave or other leave of absence, short- or long-term disability, retention, salary continuation, medical, hospitalization, life insurance, and other insurance plan, in any case, established, maintained, sponsored or contributed to by Seller for the benefit of any of its current or former employees or service providers, including any Welfare Benefit Plan,

"Procedures Order" means the order of the Bankruptcy Court dated May 5, 2014 approving, among other things, the sales and bidding procedures in connection with the sale of Seller's assets pursuant to Sections 363 and 365 of the Bankruptcy Code.

"Proration Period" has the meaning set forth in Section 7.03(c).

"Purchase Price" has the meaning set forth in Section 1.06.

"Registered Intellectual Property" means all Intellectual Property rights that are the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded with or by any Governmental Authority, including all (i) patents and patent applications (including provisional applications), (ii) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and service marks, (iii) registered copyrights and applications for copyright registration, (iv) registered mask works, and (v) domain name registrations.

"Representatives" of a Person means its officers, directors, managers, employees, attorneys, investment bankers, accountants, trustees and other agents and representatives.

"Secured Party" means Liberty Partners Lenders, L.L.C. or such other entity designated by Liberty Partners Lenders, L.L.C.

"Seller Confidential Information" means confidential and proprietary information (including with respect to the Business Records) concerning Seller, including information relating to financial statements, clients, customers, potential clients or customers, employees, advertisers, publishers, suppliers, equipment, designs, drawings, programs, strategies, analyses, profit margins, sales, methods of operation, plans, products, technologies, materials, trade secrets, strategies, prospects or other proprietary information.

"Seller Employee" has the meaning set forth in Section 6.03.

"Seller Owned Intellectual Property" has the meaning set forth in Section 1.01(d).

"Seller Registered Intellectual Property" means all of the Registered Intellectual Property included among the Seller Owned Intellectual Property.

"Seller Reports" has the meaning set forth in Section 3.13.

"Seller's knowledge" has the meaning set forth in Section 10.02.

"Software" means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human readable form, including all comments and any procedural code.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar

ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes filed with a taxing authority, including any schedule or attachment thereto, and including any amendment thereof.

"Trademark Assignment" has the meaning set forth in Section 2.02(a).

"Transaction Documents" means this Agreement, the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignment, the Trademark Assignment, the Copyright Assignment, the Domain Name Assignment and all other Contracts and agreements contemplated by this Agreement or necessary to effectuate the Transactions.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Transferred Employee" has the meaning set forth in Section 6.03.

"Transfer Taxes" has the meaning set forth in Section 7.03(a).

"Welfare Benefit Plan" means any welfare plan as defined in section 3(1) of the Employee Retirement Income Security Act of 1974, as amended.

10.02 Knowledge Defined. For purposes of this Agreement, the term "Seller's knowledge" (or words of similar purport) as used herein shall mean the knowledge, after reasonable inquiry (or that which one would have known after reasonable inquiry), of Tom Frederick, Juliet Reising, Adam Redd, Tom Clement and Joe Czarnecky.

ARTICLE XI MISCELLANEOUS

11.01 Press Releases and Communications. No press release or public announcement related to this Agreement or the Transactions shall be issued or made without the joint approval of Buyer and Seller, unless required by Law (in the reasonable opinion of counsel) in which case

Buyer and Seller shall have the right to review such press release or announcement prior to publication; provided that Seller shall be authorized to file this Agreement with the Bankruptcy Court without any further approval by Buyer.

11.02 Expenses. Except as otherwise expressly provided herein, Seller and Buyer shall pay all of their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their respective obligations hereunder and the consummation of the Transactions (whether consummated or not).

11.03 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, or (ii) when sent to the recipient by facsimile followed by delivery by reputable overnight courier service, or (iii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) five Business Days after being mailed to the recipient by first class, registered or certified mail, postage prepaid, return receipt requested. Such notices, demands and other communications shall be sent to Buyer and Seller at the addresses or facsimile numbers indicated below or to such other address or facsimile numbers or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means (including electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient;

Notices to Buyer:

EDGEAQ, LLC
30 Burton Hills Boulevard
Nashville, TN 37215
Attn: Bill Nutter
Facsimile: (615) 371-1572

with copies to (which shall not constitute notice to Buyer):

John E. Murdock, III
Bradley Arent Boult Cummings, LLP
Roundabout Plaza
1699 Division Street, Suite 700
Nashville, TN 37203
Facsimile 615.252.6359

and

Ernest B. Williams, IV, PLLC
PO Box 159264
Nashville, TN 37215
Facsimile: (615) 371-1572

Notices to Seller:

Edgenet, Inc.
3525 Piedmont Road
8 Piedmont Center, Suite 420
Atlanta, GA 30305
Attn: Juliet Reising, CFO

with copies to (which shall not constitute notice to Seller):

Liberty Capital Partners, Inc.
750 3rd Avenue, 9th floor
New York, NY 10017
Attn: Michael Fram
Facsimile: (212) 649-6076

and

Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Attn: Morton R. Branzburg, Esq.
Facsimile: (215) 568-6603

11.04 Successors and Assigns. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer, without the prior written consent of Seller, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Seller without the prior written consent of Buyer; provided that Buyer may assign its rights under this Agreement to (a) any Affiliate of Buyer, (b) any purchaser of all or substantially all of the assets of Buyer or (c) to lender(s) of Buyer as collateral security for borrowing, at any time following the Closing Date; provided further that in each such case, Buyer and Tenth Street Fund III, L.P., as a guarantor will nonetheless remain liable for all of Buyer's obligations hereunder.

11.05 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.06 Descriptive Headings; Interpretation; Disclosure Generally.

(a) The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement.

(b) If and to the extent any information required to be furnished in any Schedule is contained in this Agreement or in any Schedule attached hereto, such information shall be deemed to be included in all Schedules in which the information is required to be included. The inclusion of any information in any Schedule attached hereto shall not be deemed to be an admission or acknowledgment by Seller, in and of itself, that such information is material to or outside the ordinary course of the business of Seller.

11.07 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Unless the context of this Agreement otherwise clearly requires, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to one gender include the other gender, (c) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation," (d) the terms "this Agreement," "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) the terms "day" and "days" mean and refer to calendar day(s) and (f) the terms "year" and "years" mean and refer to calendar year(s).

11.08 Complete Agreement. This Agreement, the Transaction Documents and the Confidentiality Agreement contain the complete agreement between the Parties hereto with respect to the subject matter hereof and thereof and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. All Schedules and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

11.09 Counterparts; Delivery by Facsimile or PDE. This Agreement may be executed in one or more counterparts (including by means of facsimiled signature pages or signature pages delivered by electronic transmission in portable document format (pdf)), each of which shall constitute an original but all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it was the original signed version thereof delivered in person. At the request of any Party hereto or to any such agreement or instrument,

each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense related to lack of authenticity.

11.10 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Schedules and Exhibits hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Agreement (and all Schedules and Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

11.11 Submission to Jurisdiction

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of the Transaction Documents and to decide any claims or disputes among the Parties that may arise or result from, or be connected with, the Transaction Documents, any breach or default thereunder, or the Transactions, and (ii) any and all Actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and shall receive notices at such locations as indicated in Section 11.03; provided, however, that if the Bankruptcy Court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware.

(b) The Parties hereby unconditionally and irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement, any of the other Transaction Documents or any of the Transactions brought in any court specified in subsection (a) above, or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) Each of the Parties hereby consents to process being served by any Party in any suit, Action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 11.03; provided, however, that such service shall not be effective until the actual receipt thereof by the Party being served; further, provided, however, that nothing herein shall limit or alter service of process in any advisory proceeding in the Bankruptcy Court.

11.12 No Right of Set-Off. Only with respect to the period prior to and as of the Closing, Buyer for itself and for its Affiliates, successors and assigns hereby unconditionally and

irrevocably waives any rights of set-off, netting, offset, recoupment, or similar rights that Buyer or any of its Affiliates, successors and assigns has or may have prior to or as of the Closing with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith. Only with respect to the period prior to and as of the Closing, Seller, for itself and for its Affiliates, successors and assigns hereby unconditionally and irrevocably waives any rights of set-off, netting, offset, recoupment, or similar rights that Seller or any of its Affiliates, successors and assigns have or may have prior to or as of the Closing with respect to any payments to be made by Seller pursuant to this Agreement or any other document or instrument delivered by Seller in connection herewith.

11.13 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES AND COVENANTS SUCH PARTY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS SECTION 11.13 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.13 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

11.14 Bulk Transfer Laws. Buyer acknowledges that Seller has not and will not comply with the provisions of any so-called bulk sales or transfer laws of any applicable jurisdiction (including Article 6 of the Uniform Commercial Code) in connection with the sale of Acquired Assets and the other transactions contemplated by this Agreement, and Buyer hereby waives Seller's failure to comply with such laws.

11.15 Amendments and Waivers. This Agreement may be amended, or any provision of this Agreement may be waived, upon the approval, in writing, executed by Buyer and Seller. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party under or by reason of this Agreement. A waiver by any party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

11.16 No Third Party Beneficiary. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person (including any Transferred Employee) any legal or equitable rights or remedies hereunder, other than the parties hereto and the Secured Party, their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

11.17 Prevailing Party. In the event any litigation or other court Action is commenced or threatened by any Person (the "Claiming Party") to enforce its rights under this Agreement against any other Person (the "Defending Party"), if the Defending Party is the prevailing party in such Action, all fees, costs and expenses, including reasonable attorney's fees and court costs, incurred by the Defending Party in such Action shall be reimbursed by the Claiming Party; provided that if the Defending Party prevails in part, and loses in part, in such Action, the court, arbitrator or other adjudicator presiding over such Action shall award a reimbursement of the fees, costs and expenses incurred by the Defending Party on an equitable basis. For purposes hereof, and without limitation, the Defending Party shall be deemed to have prevailed in any Action described in the immediately preceding sentence if the Claiming Party commences or threatens any such Action and (i) such underlying claim(s) are subsequently dropped, voluntarily dismissed or voluntarily reduced and/or (ii) the Defending Party defeats any such claim(s).

11.18 Non-Recourse. Except as otherwise provided herein, the Parties acknowledge and agree that no past, present or future Representative or Affiliate of the Parties to this Agreement, in such capacity, shall have any Liability for any obligations or Liabilities of Buyer or Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transactions.

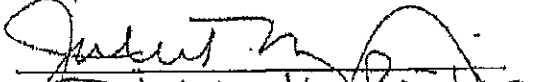
11.19 Guaranty of Buyer Obligations. Tenth Street Fund III, L.P. ("Guarantor") hereby unconditionally and irrevocably guarantees, as primary obligor and not as surety, the due and punctual payment, observance, performance and discharge by Buyer (and any permitted assignees thereof) of all of its obligations to Seller pursuant to the terms of this Agreement (as such obligations may be modified, amended or terminated in accordance with terms of this Agreement, the "Guaranteed Obligations"). The foregoing sentence is an absolute, unconditional and continuing guaranty of the full and punctual payment, observance, discharge and performance of the Guaranteed Obligations. Should Buyer default in the discharge or performance of all or any portion of the Guaranteed Obligations, the obligations of Guarantor hereunder shall become immediately due and payable to Seller. Notwithstanding anything to the contrary set forth herein, all obligations of Guarantor pursuant to this Section 11.19 shall terminate immediately and automatically upon the earliest to occur of (i) the Closing, (ii) any termination of this Agreement other than by Seller pursuant to Section 2.04(c), or (iii) the date that is 30 days after the termination of this Agreement by Seller pursuant to Section 2.04(c), except as to any claim asserted in writing against Guarantor prior to such date (in which case the obligations of Guarantor hereunder shall terminate when such claim is finally resolved or otherwise satisfied). By its acceptance of the benefits of this Section 11.19, Seller further agrees that it does not have any right of recovery against, and no personal liability shall attach to, any former, current or future, direct or indirect, director, officer, employee, agent or affiliate of Guarantor (other than Buyer), any former, current or future, direct or indirect, holder of any equity interests or securities of Guarantor (whether such holder is a limited or general partner,

member, stockholder or otherwise), or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate, controlling person, or representative of any of the foregoing (each such Person, a "Related Person"), through Buyer, Guarantor or otherwise, whether by or through any attempted piercing of the corporate, limited liability company or limited partnership veil, by or through a claim by or on behalf of Buyer against Guarantor or any Related Person, or otherwise, except for the rights against Guarantor as expressly provided in this Section 11.19 or those against Buyer arising under this Agreement or that certain Non-Disclosure Agreement, dated May 22, 2014, by and between JMP Securities LLC, as authorized representative of Edgenet, and Tenth Street Fund III, LLC. Recourse against Guarantor under this Section 11.19 shall be the sole and exclusive remedy of Seller and all of its respective Affiliates against Guarantor or any Related Person (which such defined term in this instance, for the avoidance of doubt, does not include Buyer) in respect of any liabilities or obligations arising under or in connection with this Agreement or the transactions contemplated hereby, including by piercing the corporate, limited liability company or limited partnership veil or by a claim by or on behalf of Buyer. Seller hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates to not institute, any proceeding or bring any other claim arising under, or in connection with, this Agreement or the transactions contemplated hereby, against Guarantor or any Related Person, except for claims of Seller against Guarantor under this Section 11.19 or against Buyer under this Agreement. Nothing set forth in this Section 11.19 shall confer or give or shall be construed to confer or give to any Person (including any Person acting in a representative capacity) other than Seller any rights or remedies against any Person, including Guarantor, except as expressly set forth in this Section 11.19. In the event that Seller or any Affiliate thereof asserts in any Action any theory of liability against Guarantor or any Related Person (which such defined term in this instance, for the avoidance of doubt, does not include Buyer) with respect to the transactions contemplated by this Agreement other than the Liability of Guarantor under this Section 11.19, then (i) the obligations of Guarantor under this Section 11.19 shall terminate *ab initio* and be null and void, (ii) if Guarantor has previously made any payments under this Section 11.19, it shall be entitled to recover such payments from Seller, and (iii) Guarantor shall not have any liability to Seller or any of its Affiliates with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, the total liability of Guarantor under this Agreement shall not exceed the aggregate sum of \$7,480,000 plus any Purchase Price increase under Section 1.01(o),

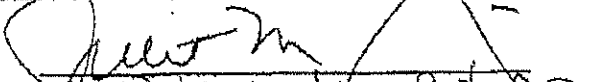
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

EDGENET, INC.

By: 
Name: Juliet M. Reisman
Its: CEO

EDGENET HOLDING CORPORATION

By: 
Name: Juliet M. Reisman
Its: CEO

EDGEAQ, LLC

BY: TENTH STREET FUND III, L.P.,
Sole Member

BY: TENTH STREET SBIC PARTNERS, LLC,
General Partner

By: _____
Name: William J. Nutter
Its: Authorized Member

WITH RESPECT ONLY TO SECTION 11.19

TENTH STREET FUND III, L.P.

BY: TENTH STREET SBIC PARTNERS, LLC,
General Partner

By: _____
Name: William J. Nutter
Its: Authorized Member

Execution Version

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

EDGENET, INC.

By: _____
Name: _____
Its: _____

EDGENET HOLDING CORPORATION

By: _____
Name: _____
Its: _____

EDGEAQ, LLC

BY: TENTH STREET FUND III, L.P.,
Sole Member

BY: TENTH STREET SBIC PARTNERS, LLC,
General Partner

By: William J. Nutter
Name: William J. Nutter
Its: Authorized Member

WITH RESPECT ONLY TO SECTION 11.19

TENTH STREET FUND III, L.P.

BY: TENTH STREET SBIC PARTNERS, LLC,
General Partner

By: William J. Nutter
Name: William J. Nutter
Its: Authorized Member

EXHIBIT C

Table of Distributions to Seller Noteholders

Name	Principal	Interest 4th Q 2013	Interest 1/1 to 1/13/14	Total	% of Total Claims	Proposed Distribution
Christopher A. Blanz	\$295,052.29	\$5,737.13	\$840.70	\$301,630.12	1.64%	\$13,359.31
Davis H. Carr	\$242,336.67	\$4,712.10	\$690.49	\$247,739.26	1.35%	\$10,972.47
Davis H. Carr, as Trustee	\$90,876.47	\$1,767.04	\$258.94	\$92,902.45	0.50%	\$4,114.68
Tim Choate	\$3,184,275.39	\$61,916.47	\$9,073.00	\$3,255,264.86	17.69%	\$144,176.91
Lewis Conner	\$319,618.02	\$6,214.79	\$910.69	\$326,743.50	1.78%	\$14,471.59
Kathy & Martin Davis	\$272,629.43	\$5,301.13	\$776.81	\$278,707.37	1.51%	\$12,344.05
Michael D. Davis	\$136,314.71	\$2,650.56	\$388.40	\$139,353.67	0.76%	\$6,172.03
Stephanie O. Davis	\$136,314.71	\$2,650.56	\$388.40	\$139,353.67	0.76%	\$6,172.03
James R. Hendrick, III	\$672,485.92	\$13,076.12	\$1,916.12	\$687,478.16	3.74%	\$30,448.67
Chun Hsu	\$391,457.69	\$7,611.68	\$1,115.39	\$400,184.76	2.17%	\$17,724.33
Richard Lin	\$363,505.91	\$7,068.17	\$1,035.74	\$371,609.82	2.02%	\$16,458.74
Fred Marker	\$227,191.20	\$4,417.61	\$647.34	\$232,256.15	1.26%	\$10,286.71
Bob Neal	\$942,336.35	\$18,323.21	\$2,685.01	\$963,344.57	5.24%	\$42,666.90
Richard Pinson	\$3,510,867.57	\$68,266.87	\$10,003.57	\$3,589,138.01	19.50%	\$158,964.28
Joe Thompson, Jr.	\$438,417.21	\$8,524.78	\$1,249.19	\$448,191.17	2.44%	\$19,850.56
Joseph H. Thompson	\$257,759.88	\$5,012.00	\$734.44	\$263,506.32	1.43%	\$11,670.79
A.D. Yakkil	\$439,424.12	\$8,544.36	\$1,252.06	\$449,220.54	2.44%	\$19,896.15
Scott Williams	\$218,703.33	\$4,252.56	\$623.15	\$223,579.04	1.22%	\$9,902.40
Albert Wu	\$1,398,040.08	\$27,184.11	\$3,983.46	\$1,429,207.65	7.77%	\$63,300.15
James Wu	\$1,583,195.45	\$30,784.36	\$4,511.02	\$1,618,490.83	8.80%	\$71,683.57
Karen Wu	\$1,299,221.00	\$25,262.63	\$3,701.89	\$1,328,185.52	7.22%	\$58,825.84
Susan Wu	\$1,398,040.08	\$27,184.11	\$3,983.46	\$1,429,207.65	7.77%	\$63,300.15
TOTALS	\$18,000,000.00	\$350,000.00	\$51,287.66	\$18,401,287.65	100.00%	\$815,000.00

EXHIBIT D

Liquidation Analysis