IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EVERYWARE GLOBAL, INC., *et al.*,[1]	)	Case No. 15-10743 (___)
Debtors.	)	(Joint Administration Requested)

DISCLOSURE STATEMENT FOR THE DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING COMMENCEMENT OF SOLICITATION AND THE DEBTORS' FILING FOR RELIEF UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

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Proposed Counsel for the
Debtors and Debtors in Possession

Dated: April 3, 2015

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Anchor Hocking, LLC (6923); Buffalo China, Inc. (9731); Delco International, Ltd. (7553); EveryWare, LLC (2699); EveryWare Global, Inc. (4553); Kenwood Silver Company, Inc. (2286); Oneida Food Service, Inc. (7321); Oneida International Inc. (4774); Oneida Ltd. (5700); Oneida Silversmiths Inc. (6454); Sakura, Inc. (9359); THC Systems, Inc. (9103); Universal Tabletop, Inc. (4265). The location of the Debtors' service address is: 519 North Pierce Avenue, Lancaster, Ohio 43130.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

The Bankruptcy Court[2] has not reviewed this Disclosure Statement or the Plan, and the securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the United States Securities and Exchange Commission (the "*SEC*") under the United States Securities Act of 1933 (as amended, the "*Securities Act*") or any securities regulatory authority of any state under any state securities law ("*Blue Sky Laws*"). The Plan has not been approved or disapproved by the SEC or any state regulatory authority and neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. The Debtors are relying on section 4(a)(2) of the Securities Act, and similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer to certain holders of Term Loan Facility Claims of new securities prior to the Petition Date, including, without limitation, in connection with the solicitation of votes to accept or reject the Plan.

After the Petition Date, the Debtors will rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance, and distribution of New Common Stock under the Plan. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Except to the extent publicly available, this Disclosure Statement, the Plan, and the information set forth herein and therein are confidential. This Disclosure Statement and the Plan contain material non-public information concerning the Debtors, their subsidiaries, and their respective debt and Securities. Each recipient hereby acknowledges that it (a) is aware that the federal securities laws of the United States prohibit any person who has material non-public information about a company, which is obtained from the company or its representatives, from purchasing or selling Securities of such company or from communicating the information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such Securities and (b) is familiar with the United States Securities Exchange Act of 1934 (as amended, the "*Securities Exchange Act*") and the rules and regulations promulgated thereunder, and agrees that it will not use or communicate to any Person or Entity, under circumstances where it is reasonably likely that such Person or Entity is likely to use or cause any Person or Entity to use, any confidential information in contravention of the Securities Exchange Act or any of its rules and regulations, including Rule 10b-5.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Debtors' Joint Prepackaged Chapter 11 Plan*, which is attached hereto as **Exhibit A** (the "Plan").

DISCLAIMER

This Disclosure Statement contains summaries of certain provisions of the Plan and certain other documents and financial information. The information included in this Disclosure Statement is provided solely for the purpose of soliciting acceptances of the Plan and should not be relied upon for any purpose other than to determine whether and how to vote on the Plan. All holders of Claims entitled to vote are advised and encouraged to read this Disclosure Statement and the Plan in their entirety before voting. The Debtors believe that these summaries are fair and accurate. The summaries of the financial information and the documents that are attached to, or incorporated by reference in, this Disclosure Statement are qualified in their entirety by reference to such information and documents. In the event of any inconsistency or discrepancy between a description in this Disclosure Statement, on the one hand, and the terms and provisions of the Plan or the financial information and documents incorporated in this Disclosure Statement by reference, on the other hand, the Plan or the financial information and documents, as applicable, shall govern for all purposes.

Except as otherwise provided in the Plan or in accordance with applicable law, the Debtors are under no duty to update or supplement this Disclosure Statement. The Bankruptcy Court's approval of this Disclosure Statement does not constitute a guarantee of the accuracy or completeness of the information contained herein or the Bankruptcy Court's endorsement of the merits of the Plan. The statements and financial information contained in this Disclosure Statement have been made as of the date hereof unless otherwise specified. Holders of Claims and Interests reviewing the Disclosure Statement should not assume at the time of such review that there have been no changes in the facts set forth in this Disclosure Statement since the date of this Disclosure Statement. No holder of a Claim or Interest should rely on any information, representations, or inducements that are not contained in or are inconsistent with the information contained in this Disclosure Statement, the documents attached to this Disclosure Statement, and the Plan. This Disclosure Statement does not constitute legal, business, financial, or tax advice. Any Person or Entity desiring any such advice should consult with their own advisors. Additionally, this Disclosure Statement has not been approved or disapproved by the Bankruptcy Court, the SEC, or any securities regulatory authority of any state under Blue Sky Laws. The Debtors are soliciting acceptances to the Plan prior to commencing any cases under chapter 11 of the Bankruptcy Code.

The financial information contained in or incorporated by reference into this Disclosure Statement has not been audited, except as specifically indicated otherwise. The Debtors' management, in consultation with their advisors, has prepared the financial projections attached hereto as **Exhibit B** and described in this Disclosure Statement. The financial projections, while presented with numerical specificity, necessarily were based on a variety of estimates and assumptions that are inherently uncertain and may be beyond the control of the Debtors' management. Important factors that may affect actual results and cause the management forecasts not to be achieved include, but are not limited to, risks and uncertainties relating to the Debtors' businesses (including their ability to achieve strategic goals, objectives, and targets over applicable periods), industry performance, the regulatory environment, general business and economic conditions and other factors. The Debtors caution that no representations can be made as to the accuracy of these projections or to their ultimate performance compared to the information contained in the forecasts or that the forecasted results will be achieved. Therefore, the financial projections may not be relied upon as a guarantee or other assurance that the actual results will occur.

Regarding contested matters, adversary proceedings, and other pending, threatened, or potential litigation or other actions, this Disclosure Statement does not constitute, and may not be construed as, an admission of fact, liability, stipulation, or waiver by the Debtors or any other party, but rather as a statement made in the context of settlement negotiations in accordance with Rule 408 of the Federal Rules of Evidence and any analogous state or foreign laws or rules. As such, this Disclosure Statement shall not be admissible in any non-bankruptcy proceeding involving the Debtors or any other party in interest, nor shall it be construed to be conclusive advice on the tax, securities, financial or other effects of the Plan to holders of Claims and Interests against or Interests in, the Debtors or any other party in interest. Please refer to ARTICLE VI of this Disclosure Statement, entitled "Certain Factors To Be Considered" for a discussion of certain risk factors that holders of Claims and Interests voting on the Plan should consider.

Except as otherwise expressly set forth herein, all information, representations, or statements contained herein have been provided by the Debtors. No person is authorized by the Debtors in connection with this Disclosure Statement, the Plan or the Solicitation to give any information or to make any representation or statement

regarding this Disclosure Statement, the Plan, or the Solicitation, in each case, other than as contained in this Disclosure Statement and the Exhibits attached hereto or as otherwise incorporated herein by reference or referred to herein. If any such information, representation, or statement is given or made, it may not be relied upon as having been authorized by the Debtors.

This Disclosure Statement contains certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward-looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including, but not limited to, those summarized herein. When used in this Disclosure Statement, the words "anticipate," "believe," "estimate," "will," "may," "intend," and "expect" and similar expressions generally identify forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth in this Disclosure Statement. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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INTRODUCTION

This disclosure statement (this "Disclosure Statement") provides information regarding the *Debtors' Joint Prepackaged Chapter 11 Plan* (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.[3] 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 directors or sole member 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 in Class 5 that are entitled to vote accept the Plan by returning their ballots so as to be actually received by the Solicitation Agent no later than **April 17, 2015, at 4:00 p.m. (prevailing Eastern Time)**. The Debtors strongly encourage holders of Claims in Class 5 to read this Disclosure Statement and the Plan in their entirety before voting to accept or reject 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.

EveryWare Global, Inc. and its direct and indirect subsidiaries are leading global marketers of tabletop and food preparation products for the consumer, foodservice, and specialty markets. Anchor Hocking, LLC and Oneida Ltd. are the primary operating entities. As of September 30, 2014, the Debtors reported total assets of approximately $237.8 million and total liabilities of approximately $380.4 million. The Debtors' funded debt obligations include an approximately $248.6 million Term Loan Facility and $60.0 million ABL Facility. For the year ended December 31, 2014, the Debtors preliminarily reported $354.0 million of total revenue.

In early March 2015, the Debtors were informed that they may receive a "going concern" qualification from their independent auditors in connection with the filing of their annual report. If uncured within 30 days, the going concern qualification would constitute a default under the Term Loan Agreement and a cross-default under the ABL Loan Agreement. The Debtors further anticipated liquidity issues should such events occur due, in part, to the foreseeable contraction of trade terms from its vendor and supplier base. As a result, the Debtors engaged their primary equity holders, a steering committee of the Term Loan Lenders, and the ABL Agent regarding various restructuring alternatives—both out-of-court and in-court—to strengthen the Debtors' balance sheet, provide short-term liquidity support, and create a sustainable capital structure to position the Debtors for the future. After extensive, hard fought negotiations, the Debtors, certain of the Term Loan Lenders holding more than 65% of the Term Loan Facility Claims and certain equity holders holding more than 84% of EveryWare Common Stock and 100% of EveryWare Preferred Stock reached an agreement for a consensual, balance-sheet restructuring to be implemented through a prepackaged chapter 11 plan of reorganization—namely, the Plan—that substantially deleverages the Debtors, provides immediate liquidity through a $40.0 million new money DIP Term Facility, and minimizes the time and expense associated with the restructuring. To ensure a smooth and expeditious resolution of the Debtors' in-court restructuring process and for other consideration, the parties provided the Debtors' equity holders with a modest equity interest in the reorganized company for their support of the Plan and restructuring.

On March 31, 2015, the Debtors, the Consenting Term Loan Lenders, and the Consenting Equity Holders entered into the Support Agreement. Pursuant to the terms of the Support Agreement, the parties thereto have agreed to support the Plan, the DIP Term Facility, and the Transaction. Generally speaking, the Plan provides, among other things, that (a) approximately $248.6 million of term loan debt will be converted for 96.0% of the New Common Stock, (b) the $40.0 million DIP Term Facility can be satisfied, at the Debtors' election, with Cash or by rolling into the Exit Facility, (c) the $60.0 million DIP ABL Facility can be satisfied, at the Debtors' election, with Cash by rolling into the ABL Exit Facility, provided that the DIP ABL Facility Consenting Lenders, the Majority Consenting Lenders, and the Debtors agree to such conversion and the terms of such facility, (d) holders of Allowed General Unsecured Claims will be paid in full in Cash, and (e) holders of EveryWare Preferred Stock and EveryWare Common Stock will receive an aggregate tip of 4.0% of the New Common Stock, provided certain equity holders continue to support the Transaction. As noted above, the Debtors' primary stakeholders support the Plan.

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

ARTICLE I

THE PLAN

1.1 Discharge of Claims and Interests

The Plan provides for the discharge of Claims and Interests through: (a) the issuance of New Common Stock; (b) the reinstatement of certain Claims and Interests; (c) an election to roll DIP Term Facility Claims into the Exit Facility; (d) an election, subject to certain consent rights, to roll DIP ABL Facility Claims into the ABL Exit Facility; and (e) payment of Cash. As more fully described herein:

- holders of Allowed DIP Term Facility Claims will receive their Pro Rata share of the Exit Facility Notes if the Debtors exercise the Exit Conversion, otherwise payment in full in Cash plus the Prepayment Penalty;
- holders of Allowed DIP ABL Facility Claims will receive their Pro Rata share of the ABL Exit Facility Loans if the Debtors exercise the ABL Exit Conversion, otherwise payment in full in Cash;
- Allowed ABL Facility Claims, if any, will be reinstated, paid in full in Cash, or otherwise rendered Unimpaired;
- holders of Allowed Term Loan Facility Claims will receive their Pro Rata share of 96.0% of the New Common Stock;
- holders of Allowed General Unsecured Claims will be paid in full in Cash on the later of the Effective Date or in the ordinary course of business;
- all existing Equity Interests in EveryWare Global will be cancelled, provided that holders of EveryWare Preferred Stock and EveryWare Common Stock will nonetheless receive a tip equal to 2.5% and 1.5%, respectively, of the New Common Stock in exchange for certain equity holders' support for the Plan, DIP Term Facility, and the Transaction;
- Intercompany Claims and Intercompany Interests will be left unaltered; and
- holders of Allowed Administrative Claims, Allowed Secured Tax Claims, Allowed Other Secured Claims, Allowed Other Priority Claims, and Allowed Professional Claims will be: (a) paid in full in Cash from Cash on hand and from the Debtors' existing assets as of the Effective Date; (b) reinstated; or (c) otherwise rendered Unimpaired, as applicable.

1.2 New Capital Structure

On the Effective Date, the Debtors will effectuate the Transaction by: (a) converting 100% of the Term Loan Facility into 96.0% of the New Common Stock; (b) if the Debtors exercise the Exit Conversion, converting 100% of the DIP Term Facility Claims into the Exit Facility; (c) if the Debtors exercise the ABL Exit Conversion, converting 100% of the DIP ABL Facility Claims into the ABL Exit Facility; (d) to the extent that any portion of the ABL Facility is not rolled into the DIP ABL Facility, at the Debtors' election, with the consent of the Majority Consenting Lenders, reinstating such Allowed ABL Facility Claims under the ABL Facility on existing terms, paying such Allowed ABL Facility Claims in full in Cash, or otherwise rendering such Allowed ABL Facility Claims Unimpaired; (e) entering into all related documents to which the Reorganized Debtors are contemplated to be a party on the Effective Date. All such documents shall become effective in accordance with their terms and the Plan.

(a) **ABL Exit Facility**

On the Effective Date, to the extent that the Debtors, with the consent of the Majority Consenting Lenders and the DIP ABL Facility Consenting Lenders, exercise the ABL Exit Conversion, the Debtors or Reorganized Debtors will enter into the ABL Exit Facility, the material terms and conditions of which will be set forth in a document contained in the Plan Supplement and satisfactory to the Debtors, the Majority Consenting Lenders, and the DIP ABL Facility Consenting Lenders, in each such parties' sole discretion. As of the date hereof, the DIP ABL Facility Lenders have neither considered nor agreed to offer exit financing, including the ABL Exit Facility, in respect of the DIP ABL Facility. As set forth herein and in the Plan, the terms and conditions of the ABL Exit Facility, if any, shall be satisfactory to the Debtors, the DIP ABL Facility Consenting Lenders, and the Majority Consenting Lenders, in each such parties' sole discretion.

(b) **Exit Facility**

The material terms of the Exit Facility, if exercised, are set forth below:[4]

- *Borrower*: Reorganized New Anchor Hocking LLC and Reorganized New Oneida Ltd.
- *Guarantors*: Reorganized New Universal Tabletop, Inc. and each of the Borrower's wholly-owned domestic subsidiaries.
- *Facility*: Senior secured term loan facility converted on a dollar-for-dollar basis from the loans under the DIP Term Facility on the date on which the Exit Term Loans are issued under the Exit Term Loan Facility and the Reorganization is consummated pursuant to the Plan.
- *Security*: A perfected first priority lien on all real property, equity interests, equipment, intellectual property and other collateral (other than ABL priority collateral), and all cash, instruments, securities, financial assets and deposit accounts directly received as proceeds thereof and a perfected second priority lien on the collateral securing the Prepetition ABL Facility (or any other revolving credit facility that replaces the Prepetition ABL Facility to the extent the collateral securing such other revolving credit facility is not of a different type or more extensive than the collateral securing the Prepetition ABL Facility).
- *Interest Rates*: The Eurodollar Rate (which in no event shall be less than 1.00%) plus 9.00% *per annum*.
- *Exit Facility Conversion Fee*: A non-refundable fee payable in the form of New Common Stock in the amount equal to 10% of the pro forma common stock of reorganized EveryWare Global (after giving effect to New Common Stock distributed to the Term Loan Lenders, holders of EveryWare Preferred Stock and EveryWare Common Stock, and the backstop fee related to the DIP Term Facility, but excluding allocations of New Common Stock for the Management Incentive Plan), which shall be earned and payable on the closing date of the Exit Facility.
- *Call Protection*: No call for 2 years, callable at 101% of par thereafter; provided that no premium or penalty shall apply to any mandatory prepayment or scheduled amortization.
- *Maturity*: 3 years

[4] The following is intended to be a summary of the material terms of the Exit Facility and is qualified in its entirety by reference to the Exit Facility Term Sheet. In the event of any conflict between this summary and the Exit Facility Term Sheet, the Exit Facility Term Sheet shall control. The definitive documents comprising the Exit Facility Documents will be attached to the Plan Supplement.

- *Financial Covenant*: Maximum leverage, minimum fixed charge coverage ratio, maximum capital expenditure and minimum EBITDA.

- *Other Provisions*: Customary affirmative covenants, negative covenants and reporting obligations.

(c) **ABL Facility**

Solely with respect to those Allowed ABL Facility Claims that are not rolled-up into the DIP ABL Facility, if any, and to the extent the Debtors, with the consent of the Majority Consenting Lenders, elect to reinstate such Allowed ABL Facility Claims, the material terms of the ABL Facility are set forth below.

- *Borrower*: Reorganized New Anchor Hocking LLC and Reorganized New Oneida Ltd.

- *Guarantors*: Reorganized New Universal Tabletop, Inc. and each of the Borrower's wholly-owned domestic subsidiaries.

- *Facility*: Asset-based revolving credit facility in an initial aggregate principal amount of up to $60.0 million.

- *Security*: A perfected first priority lien on all accounts arising from the sale or other disposition of inventory or other ABL priority collateral; chattel paper, deposit accounts, securities, security entitlements and securities accounts (in each case to the extent constituting cash equivalents), inventory, commercial tort claims, general intangibles (other than pledged equity interests, goodwill and intellectual property), instruments and letters of credit, and all cash, instruments, securities, financial assets and deposit accounts directly received as proceeds thereof, and a perfected second priority lien on the collateral securing the Prepetition Term Loan Facility.

- *Interest Rates*: Subject to a pricing grid, based on quarterly average availability; if quarterly average availability is greater than 30% of the maximum revolver amount, LIBO + 2.00% or Base Rate + 1.00%; if quarterly average availability is greater than or equal to 15% but less than or equal to 30%, LIBO +2.25% or Base Rate +1.25%; if quarterly average availability is less than 15%, LIBO + 2.50% or Base Rate + 1.50%.

- *Maturity*: May 21, 2018

- *Financial Covenant*: Springing minimum fixed charge coverage ratio covenant if adjusted availability and qualified cash are less than 12.5% of the maximum revolver amount.

- *Other Provisions*: Customary affirmative covenants, negative covenants and reporting obligations.

1.3 Unclassified Claims

(a) **Unclassified Claims Summary**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III of the Plan. The Claim recoveries for such unclassified Claims are set forth below:

Claim	Plan Treatment	Projected Plan Recovery
Administrative Claims	Paid in full in Cash	100%
DIP ABL Facility Claims[5]	Pro Rata Share of ABL Exit Facility or Paid in full in Cash	100%
DIP Term Facility Claims	Pro Rata Share of Exit Facility or Paid in full in Cash	100%
Professional Claims	Paid in full in Cash	100%
Priority Tax Claims	Paid in full in Cash	100%

(b) **Unclassified Claims**

(1) **Administrative Claims**

Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors, in consultation with the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

(2) **DIP Facility Claims**

A. DIP ABL Facility Claims

Except to the extent that a holder of a DIP ABL Facility Claim agrees to less favorable treatment, to the extent the Debtors exercise the ABL Exit Conversion, each holder of a DIP ABL Facility Claim shall receive ABL Exit Facility Loans in a face amount equal to the amount of such DIP ABL Facility Claim and shall otherwise be governed by the ABL Exit Facility Documents. If the Debtors do not exercise the ABL Exit Conversion, each holder of a DIP ABL Facility Claim shall receive payment in full in Cash.

As of the date hereof, the DIP ABL Facility Lenders have neither considered nor agreed to offer exit financing, including the ABL Exit Facility, in respect of the DIP ABL Facility. As set forth herein and in the Plan, the terms and conditions of the ABL Exit Facility, if any, shall be satisfactory to the Debtors, the DIP ABL Facility Consenting Lenders, and the Majority Consenting Lenders, in each such parties' sole discretion.

B. DIP Term Facility Claims

Except to the extent that a holder of a DIP Term Facility Claim agrees to less favorable treatment, to the extent the Debtors exercise the Exit Conversion, each holder of a DIP Term Facility Claim shall receive Exit Facility

[5] For additional discussion regarding the treatment of DIP ABL Facility Claims, please refer to Section 1.3(b)(2)(A) hereof.

Notes in a face amount equal to the amount of such DIP Term Facility Claim and shall otherwise be governed by the Exit Facility Documents. If the Debtors do not exercise the Exit Conversion, each holder of a DIP Term Facility Claim shall receive payment in full in Cash plus the Prepayment Penalty.

(3) **Professional Claims**

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code. The Reorganized Debtors shall pay Professional Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date. Professionals shall deliver to the Debtors their estimates for purposes of the Reorganized Debtors computing the Professional Fee Amount no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be deemed to limit the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Claims filed with the Bankruptcy Court. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. No funds in the Professional Fee Escrow Account shall be property of the Estates. Any funds remaining in the Professional Fee Escrow Account after all Allowed Professional Claims have been paid will be turned over to New Holdco.

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

(4) **Priority Tax Claims**

Each holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive on the Effective Date, or as soon as practicable thereafter, from the respective Debtor liable for such Allowed Priority Tax Claim, payment in Cash in an amount equal to the amount of such Allowed Priority Tax Claim. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business.

1.4 Classified Claims and Interests

(a) **Classified Claims and Interests Summary**

The Plan establishes a comprehensive classification of Claims and Interests. The table below summarizes the classification, treatment, voting rights, and estimated recoveries, estimated as of March 31, 2015, of the Claims and Interests, by Class, under the Plan. Amounts assumed in the liquidation recovery analysis are estimates only. The projected liquidation recoveries are based on certain assumptions described herein. Accordingly, recoveries received by holders of Claims and Interests in a liquidation scenario may differ materially from the projected liquidation recoveries listed in the table below.

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery	Liquidation Recovery
1	Secured Tax Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash	100%	100%
2	Other Secured Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash	100%	100%
3	Other Priority Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash	100%	100%

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery	Liquidation Recovery
4	ABL Facility Claims	Not Entitled to Vote / Presumed to Accept	Unimpaired	100%	100%
5	Term Loan Facility Claims	Entitled to Vote	Pro Rata share of New Common Stock	~44%	7–14%
6	General Unsecured Claims	Not Entitled to Vote / Presumed to Accept	Paid in full in Cash	100%	0%
7	Intercompany Claims	Not Entitled to Vote / Presumed to Accept	Unaltered, except as otherwise set forth in the Plan	100%	0%
8	Intercompany Interests	Not Entitled to Vote / Presumed to Accept	Unaltered	100%	0%
9	EveryWare Preferred Stock	Not Entitled to Vote / Deemed to Reject	Canceled[6]	0%	0%
10	EveryWare Common Stock	Not Entitled to Vote / Deemed to Reject	Canceled[7]	0%	0%
11	EveryWare Out-of-the-Money Equity Securities	Not Entitled to Vote / Deemed to Reject	Canceled	0%	0%
12	Section 510(b) Claims	Not Entitled to Vote / Deemed to Reject	Canceled	0%	0%

(b) **Classified Claims and Interests Details**

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, release, and discharge of and in exchange for such holder's Allowed Claim or Interest. Unless otherwise indicated, the holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

(1) **Class 1 — Secured Tax Claims**

A. *Classification*: Class 1 consists of any Secured Tax Claims against any Debtor.

B. *Treatment*: Each holder of an Allowed Class 1 Claim shall receive, as applicable:

i. if the Allowed Class 1 Claim is due and payable on or before the Effective Date, Cash in an amount equal to such Allowed Class 1 Claim; or

[6] Holders of EveryWare Preferred Stock will receive 2.5% of the New Common Stock with an implied value of approximately $135.00 per share of EveryWare Preferred Stock in exchange for the MCP Funds' support for the Plan, the DIP Term Facility, and the Transaction.

[7] Holders of EveryWare Common Stock will receive 1.5% of the New Common Stock with an implied value of approximately $0.06 per share of EveryWare Common Stock in exchange for the Consenting Equity Holders' support for the Plan, the DIP Term Facility, and the Transaction.

ii. if the Allowed Class 1 Claim is not due and payable on or before the Effective Date, Cash in an amount as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

C. *Voting*: Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan.

(2) **Class 2 — Other Secured Claims**

A. *Classification*: Class 2 consists of any Other Secured Claims against any Debtor.

B. *Treatment*: Each holder of an Allowed Class 2 Claim shall receive, as the Debtors or the Reorganized Debtors, as applicable, determine:

i. payment in full in Cash of its Allowed Class 2 Claim;

ii. the collateral securing its Allowed Class 2 Claim; or

iii. such other treatment rendering its Allowed Class 2 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. *Voting*: Class 2 is Unimpaired. Holders of Allowed Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 2 Claims are not entitled to vote to accept or reject the Plan.

(3) **Class 3 — Other Priority Claims**

A. *Classification*: Class 3 consists of any Other Priority Claims against any Debtor.

B. *Treatment*: Each holder of an Allowed Class 3 Claim shall receive Cash in an amount equal to such Allowed Class 3 Claim.

C. *Voting*: Class 3 is Unimpaired. Holders of Allowed Class 3 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 3 Claims are not entitled to vote to accept or reject the Plan.

(4) **Class 4 — ABL Facility Claims**

A. *Classification*: Class 4 consists of any ABL Facility Claims.

B. *Treatment*: Each holder of an Allowed Class 4 Claim shall, as the Debtors, with the consent of the Majority Consenting Lenders, determine:

i. have its Allowed Class 4 Claim reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code;

ii. receive payment in full in Cash on account of such holder's Allowed Class 4 Claim; or

iii. receive such other treatment rendering its Allowed Class 4 Claim Unimpaired.

C. *Voting*: Class 4 is Unimpaired. Holders of Allowed Class 4 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 4 Claims are not entitled to vote to accept or reject the Plan.

(5) **Class 5 — Term Loan Facility Claims**

A. *Classification*: Class 5 consists of all Term Loan Facility Claims.

B. *Allowance:* On the Effective Date, Class 5 Claims shall be Allowed in the aggregate principal amount of not less than $248,090,440.54, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the Term Loan Agreement.

C. *Treatment*: Each holder of an Allowed Class 5 Claim shall receive its Pro Rata share of 96.0% of the New Holdco Common Stock.

D. *Voting*: Class 5 is Impaired. Holders of Allowed Class 5 Claims are entitled to vote to accept or reject the Plan.

(6) **Class 6 — General Unsecured Claims**

A. *Classification*: Class 6 consists of any General Unsecured Claims against any Debtor.

B. *Treatment*: Each holder of an Allowed Class 6 Claim shall receive Cash in an amount equal to such Allowed Class 6 Claim on the later of (A) the Effective Date or (B) in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Class 6 Claim.

C. *Voting*: Class 6 is Unimpaired. Holders of Allowed Class 6 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 6 Claims are not entitled to vote to accept or reject the Plan.

(7) **Class 7 — Intercompany Claims**

A. *Classification*: Class 7 consists of any Intercompany Claims.

B. *Treatment*: Each holder of an Allowed Class 7 Claim shall have its Allowed Class 7 Claim left unaltered and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. *Voting*: Class 7 is Unimpaired. Holders of Allowed Class 7 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 8 Claims are not entitled to vote to accept or reject the Plan.

(8) **Class 8 — Intercompany Interests**

A. *Classification*: Class 8 consists of any Intercompany Interests.

B. *Treatment*: Each holder of an Allowed Class 8 Interest shall have its Allowed Class 8 Interest left unaltered and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. *Voting*: Class 8 is Unimpaired. Holders of Allowed Class 8 Interests are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 8 Interests are not entitled to vote to accept or reject the Plan.

(9) **Class 9 — EveryWare Preferred Stock**

A. *Classification*: Class 9 consists of any EveryWare Preferred Stock.

B. *Treatment*: Class 9 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 9 Interests will not receive any distribution on account of such Class 9 Interests. To the extent MCP Funds does not object to, delay, interfere with or otherwise impede, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Preferred Stock shall receive their Pro Rata share of 2.5% of the New Common Stock. If MCP Funds objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Preferred Stock shall not receive any New Common Stock or releases under the Plan, and holders of Allowed Term Loan Claims in Class 5 shall receive the allocation of New Common Stock set forth in Section 3.2(i)(2) of the Plan.

C. *Voting*: Class 9 is Impaired. Holders of Interests in Class 9 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.

(10) **Class 10 — EveryWare Common Stock**

A. *Classification*: Class 10 consists of any EveryWare Common Stock.

B. *Treatment*: Class 10 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 10 Interests will not receive any distribution on account of such Class 10 Interests. To the extent no Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Common Stock shall receive their Pro Rata share of 1.5% of the New Common Stock. If any Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Common Stock shall not receive any New Common Stock or releases under the Plan, and holders of Allowed Term Loan Claims in Class 5 shall receive the allocation of New Common Stock set forth in Section 3.2(j)(2) of the Plan.

C. *Voting*: Class 10 is Impaired. Holders of Interests in Class 10 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.

(11) **Class 11 — EveryWare Out-of-the-Money Equity Securities**

A. *Classification*: Class 11 consists of any EveryWare Out-of-the-Money Equity Securities.

B. *Treatment*: Class 11 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 11 Interests will not receive any distribution on account of such Class 11 Interests.

C. *Voting*: Class 11 is Impaired. Holders of Interests in Class 11 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.

(12) **Class 12 — Section 510(b) Claims**

A. *Classification*: Class 12 consists of any Section 510(b) Claims against any Debtor.

B. *Allowance:* Notwithstanding anything to the contrary herein, a Class 12 Claim, if any such Claim exists, may only become Allowed by Final Order of the Bankruptcy Court. The Debtors are not aware of any valid Class 12 Claim and believe that no such Class 12 Claim exists.

C. *Treatment*: Allowed Class 12 Claims, if any, shall be discharged, canceled, released, and extinguished as of the Effective Date, and shall be of no further force or effect, and holders of Allowed Section 510(b) Claims shall not receive any distribution on account of such Allowed Section 510(b) Claims.

D. *Voting*: Class 12 is Impaired. Holders (if any) of Allowed Class 12 Claims are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders (if any) of Allowed Class 12 Claims are not entitled to vote to accept or reject the Plan.

(c) **Special Provision Governing Unimpaired Claims**

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

1.5 New Common Stock

All existing Equity Interests in EveryWare Global shall be cancelled as of the Effective Date and New Holdco shall issue the New Common Stock to holders of Claims and Interests entitled to receive New Common Stock pursuant to the Plan. The issuance of New Common Stock, including any options for the purchase thereof and equity awards associated therewith, is authorized without the need for any further corporate action and without any further action by the Debtors or New Holdco, as applicable. New Holdco's Governance Documents shall authorize the issuance and distribution on the Effective Date of New Common Stock to the Distribution Agent for the benefit of holders of Allowed Claims in Class 5 and, subject to Section 3.2(i)(2) and Section 3.2(j)(2) of the Plan, holders of EveryWare Preferred Stock and EveryWare Common Stock. All New Common Stock issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and the holders of New Common Stock shall be

deemed to have accepted the terms of the New Holdco Shareholders Agreement (in their capacity as shareholders of New Holdco) and to be parties thereto without further action or signature. The New Holdco Shareholders Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Common Stock shall be bound thereby.

Notwithstanding anything to the contrary contained herein or in the Plan, solely with respect to the distribution of New Common Stock pursuant to Section 3.2(j)(2) of the Plan, the Debtors or Reorganized Debtors, as applicable, shall, in lieu of distributing New Common Stock pursuant to Section 3.2(j)(2) of the Plan, instead provide for a mechanism to distribute Cash to the holders of EveryWare Common Stock (either by distributing Cash directly or by issuing such New Common Stock to a trust and providing for liquidation of such shares and distribution of the proceeds thereof or some other mechanism), on such terms that are reasonably acceptable to the Majority Consenting Lenders as further described in a document contained in the Plan Supplement, unless, in the opinion of the Majority Consenting Lenders, the distribution of New Common Stock would, following the Effective Date, (a) still permit reorganized EveryWare Global to cease to file reports required by Section 13(a) of the Exchange Act in accordance with Rule 12g-4 under the Exchange Act, and (b) would not require reorganized EveryWare Global to be required to resume filing reports pursuant Section 13(a) of the Exchange Act following such cessation; *provided*, *however*, that, notwithstanding the foregoing, the MCP Funds, the Clinton Funds, and any Term Loan Lender that is a holder of EveryWare Common Stock shall in any event receive a distribution of New Common Stock directly rather than Cash as contemplated by this paragraph.

1.6 Liquidation Analysis

The Debtors believe that the Plan provides the same or a greater recovery for holders of Allowed Claims and Interests as would be achieved in a liquidation under chapter 7 of the Bankruptcy Code. This belief is based on a number of considerations, including: (a) the Debtors' primary assets are intangible and include goodwill and customer relationships, which would have little to no value in a chapter 7 liquidation; (b) the additional Administrative Claims generated by conversion to a chapter 7 case and any related costs in connection with a chapter 7 liquidation; and (c) the absence of a robust market for the sale of the Debtors' assets and services in which such assets and services could be marketed and sold.

The Debtors, with the assistance of Alvarez & Marsal LLC ("A&M"), have prepared an unaudited liquidation analysis, which is attached hereto as **Exhibit C** (the "Liquidation Analysis"), to assist holders of Claims in evaluating the Plan. The Liquidation Analysis compares the projected recoveries that would result from the liquidation of the Debtors in a hypothetical case under chapter 7 of the Bankruptcy Code with the estimated distributions to holders of Allowed Claims and Interests under the Plan. The Liquidation Analysis is based on the value of the Debtors' assets and liabilities as of a certain date and incorporates various estimates and assumptions, including a hypothetical conversion to a chapter 7 liquidation as of a certain date. Further, the Liquidation Analysis is subject to potentially material changes, including with respect to economic and business conditions and legal rulings. Therefore, the actual liquidation value of the Debtors could vary materially from the estimate provided in the Liquidation Analysis.

1.7 Valuation Analysis

The Plan provides for the distribution of New Common Stock to holders of Class 5—Term Loan Facility Claims upon consummation of the transactions contemplated by the Plan. Accordingly, Jefferies, LLC ("Jefferies"), at the request of the Debtors, has performed an analysis, which is attached hereto as **Exhibit D**, of the estimated implied value of New Holdco and its subsidiaries on a going-concern basis as of June 1, 2015 (the "Valuation Analysis"). The Valuation Analysis, including the procedures followed, assumptions made, qualifications, and limitations on review undertaken described therein, should be read in conjunction with ARTICLE VI of this Disclosure Statement, entitled "Certain Factors To Be Considered." The Valuation Analysis is based on data and information as of that April 1, 2015. Jefferies makes no representations as to changes to such data and information that may have occurred since the date of the Valuation Analysis.

1.8 Financial Information and Projections

In connection with the planning and development of the Plan, the Debtors, with the assistance of their advisors, prepared projections for the calendar years 2015 through 2018, including management's assumptions related thereto, which are attached hereto as **Exhibit B**, to present the anticipated impact of the Plan. For purposes of the financial projections, the Debtors have assumed an Effective Date of June 1, 2015. The projections assume that the Plan will be implemented in accordance with its stated terms. The Debtors are unaware of any circumstances as of the date of this Disclosure Statement that would require the re-forecasting of the projections due to a material change in the Debtors' prospects.

The projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, changes in the competitive environment, regulatory changes, and/or a variety of other factors, including the factors listed in this Disclosure Statement. Accordingly, the estimates and assumptions underlying the projections are inherently uncertain and are subject to significant business, economic, and competitive uncertainties. Therefore, such projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein. The projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in this Disclosure Statement and other financial information.

ARTICLE II

VOTING PROCEDURES AND REQUIREMENTS

2.1 Classes Entitled to Vote on the Plan

The following Class is the only Class entitled to vote to accept or reject the Plan (the "Voting Class"):

Class	Claim or Interest	Status
5	Term Loan Facility Claims	Impaired

If your Claim or Interest is not included in the Voting Class, you are not entitled to vote and you will not receive a Solicitation Package, including a ballot setting forth detailed voting instructions. If your Claim or Interest is included in the Voting Class, you should read your ballot and carefully follow the instructions included in the ballot. Please use only the ballot that accompanies this Disclosure Statement or the ballot that the Debtors, or the Solicitation Agent on behalf of the Debtors, otherwise provided to you.

2.2 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. Acceptance by a class of claims requires an affirmative vote of more than one-half in number of total allowed claims that have voted and an affirmative vote of at least two-thirds in dollar amount of the total allowed claims that have voted.

2.3 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 and include:

- unless otherwise specifically indicated, the financial information contained in the 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 the 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 and Professional 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 the Voting Class or necessarily require a re-solicitation of the votes of holders of Claims in the Voting Class.

For a further discussion of risk factors, please refer to ARTICLE VI, entitled "Certain Factors To Be Considered" of this Disclosure Statement.

2.4 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 or if they will receive no property under the 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	Secured Tax Claims	Unimpaired	Presumed to Accept
2	Other Secured Claims	Unimpaired	Presumed to Accept
3	Other Priority Claims	Unimpaired	Presumed to Accept
4	ABL Facility Claims	Unimpaired	Presumed to Accept
6	General Unsecured Claims	Unimpaired	Presumed to Accept
7	Intercompany Claims	Unimpaired	Presumed to Accept
8	Intercompany Interests	Unimpaired	Presumed to Accept
9	EveryWare Preferred Stock	Impaired	Deemed to Reject
10	EveryWare Common Stock	Impaired	Deemed to Reject
11	EveryWare Out-of-the-Money Equity Securities	Impaired	Deemed to Reject
12	Section 510(b) Claims	Impaired	Deemed to Reject

2.5 Solicitation Procedures

(a) Solicitation Agent

The Debtors retained Prime Clerk LLC to act, among other things, as the Solicitation Agent in connection with the solicitation of votes to accept or reject the Plan.

(b) Solicitation Package

The following materials constitute the solicitation package (the "Solicitation Package") distributed to holders of Claims in the Voting Class:

- the appropriate ballot 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 and all exhibits thereto.

(c) **Distribution of the Solicitation Package and Plan Supplement**

The Debtors caused the Solicitation Agent to distribute the Solicitation Packages to holders of Claims in the Voting Class on April 3, 2015, which is 14 days before the Voting Deadline (*i.e.*, 4:00 p.m. prevailing Eastern Time on April 17, 2015).

The Solicitation Package (except the ballots) may also be obtained from the Solicitation Agent by: (1) calling the Debtors' restructuring hotline at (855) 780-5449 within the U.S. or Canada or, outside of the U.S. or Canada, by calling (917) 877-5965, (2) emailing everywareballots@primeclerk.com and/or (3) writing to the Solicitation Agent at EveryWare Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022. When the Debtors file the Chapter 11 Cases, you may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, https://cases.primeclerk.com/everyware, or for a fee via PACER at http://www.deb.uscourts.gov.

At least seven days before the Confirmation Hearing, the Debtors intend to file the Plan Supplement. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website. The Debtors will not serve paper or CD-ROM copies of the Plan Supplement; however, parties may obtain a copy of the Plan Supplement from the Solicitation Agent by: (1) calling the Debtors' restructuring hotline at one of the telephone numbers set forth above; (2) visiting the Debtors' restructuring website, https://cases.primeclerk.com/everyware; and/or (3) writing to the Solicitation Agent at EveryWare Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022.

2.6 Voting Procedures

March 31, 2015, (the "Voting Record Date"), is the date that was used for determining which holders of Claims are entitled to vote to accept or reject the Plan and receive the Solicitation Package in accordance with the solicitation procedures. 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.

In order for the holder of a Claim in the Voting Class to have such holder's ballot counted as a vote to accept or reject the Plan, such holder's ballot must be properly completed, executed, and delivered by (a) using the return envelope provided to the Solicitation Agent, (b) email to everywareballots@primeclerk.com, or (c) via courier or personal delivery to the Solicitation Agent at Everyware Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022, so that such holder's ballot is actually received by the Solicitation Agent on or before the Voting Deadline, *i.e.* April 17, 2015 at 4:00 p.m. ET.

If a holder of a Claim in Class 5 transfers all of such Claim to one or more parties on or after the Voting Record Date and before the holder has cast its vote on the Plan, such Claim holder is automatically deemed to have provided a voting proxy to the purchaser(s) of the holder's Claim, and such purchaser(s) shall be deemed to be the holder(s) thereof as of the Voting Record Date for purposes of voting on the Plan, provided that the transfer complies with the applicable requirements under the Support Agreement, if applicable.

IF A BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED UNLESS THE DEBTORS DETERMINE OTHERWISE.

ANY BALLOT THAT IS PROPERLY EXECUTED BY THE HOLDER OF A CLAIM BUT THAT DOES NOT CLEARLY INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN OR ANY BALLOT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

EACH HOLDER OF A CLAIM MUST VOTE ALL OF ITS CLAIMS WITHIN A PARTICULAR CLASS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTES. BY SIGNING AND RETURNING A BALLOT, EACH HOLDER OF A CLAIM 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 CLASS OF CLAIMS, SUCH OTHER BALLOTS INDICATED THE SAME VOTE TO ACCEPT OR REJECT THE PLAN. IF A HOLDER CASTS MULTIPLE BALLOTS WITH RESPECT TO THE SAME CLASS OF CLAIMS AND THOSE BALLOTS ARE IN CONFLICT WITH EACH OTHER, SUCH BALLOTS WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

IT IS IMPORTANT THAT THE HOLDER OF A CLAIM IN THE VOTING CLASS FOLLOW THE SPECIFIC INSTRUCTIONS PROVIDED ON SUCH HOLDER'S BALLOT AND THE ACCOMPANYING INSTRUCTIONS.

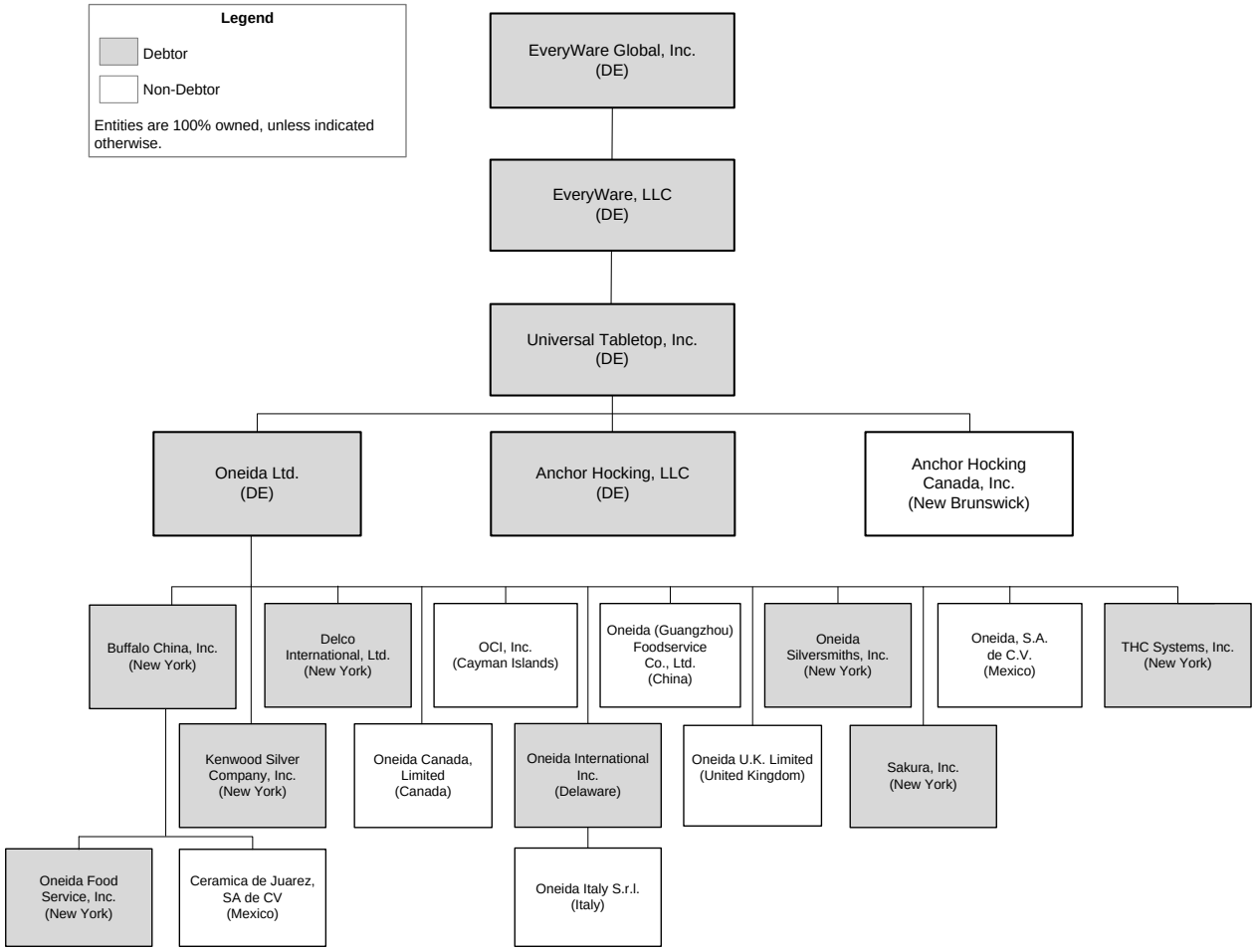
ARTICLE III

BUSINESS DESCRIPTIONS

3.1 Corporate History and Organizational Structure

The Debtors' existing corporate structure resulted from a series of merger transactions occurring between 2011 and 2013. The Debtors' principal operating subsidiaries, Oneida Ltd. and Anchor Hocking, LLC, were founded in 1848 and 1873, respectively. Investment funds affiliated with the MCP Funds acquired Anchor Hocking, LLC in 2007, and Oneida Ltd. in 2011. In March of 2012, these companies were integrated under the company formerly known as EveryWare Global, Inc. ("Former EveryWare"), a Delaware corporation created in 2011. In May 2013, Former EveryWare became a wholly-owned subsidiary of ROI Acquisition Corp. ("ROI"), a special purpose acquisition company sponsored by affiliates of the Clinton Group, Inc. In connection with the merger, Former EveryWare was converted to a limited liability company and ROI was renamed EveryWare Global, Inc. The chart below illustrates the Debtors corporate structure after the completion of these transactions and as of the Petition Date.

Summary Corporate Structure Chart



3.2 Products and Services

The Debtors offer a comprehensive line of tabletop and food preparation products, such as bakeware, beverageware, serveware, storageware, flatware, dinnerware, crystal, banquetware and hollowware; premium spirit bottles; cookware; gadgets; candle and floral glass containers; and other kitchen products.

The following table contains descriptions of the Debtors' products and services:

Product/Service	Description
Consumer	The consumer segment provides a broad array of tabletop, food preparation and pantry products at a variety of price points to retail customers, primarily under the Anchor Hocking® and, through licensing arrangements, ONEIDA® brands. Consumer segment sale are made to mass merchants, discount retailers, specialty stores, department stores, and grocery stores, as well as to consumers through the Debtors' e-commerce site.
Foodservice	The foodservice segment provides flatware, dinnerware, beverageware, barware, hollowware and banquetware to the foodservice industry. Sales in the foodservice segment are made to equipment and supply dealers, broadline distributors, hotels,

Product/Service	Description
	casinos, and chain restaurants, as well as airlines and cruiselines.
Specialty	The specialty segment offers glassware products to candle and floral wholesalers, direct sellers, industrial lighting manufacturers and distillers, and distributors of premium spirits. The Debtors offer a variety of accessories for taper, pillar, votive and tealite candles, and floral vases in a broad range of styles, patterns and colors. The Debtors also sell customized spirit bottles to domestic and international premium spirit distillers.
International	The Debtors' international segment serves customers in over 65 countries outside the U.S. and Canada, including customers in the European Union, Latin America, the Caribbean, Africa, the Middle East, and Asia. The Debtors' international segment includes all product categories in the consumer and foodservice markets in the countries in which the Debtors operate. The Debtors sell both their U.S. and United Kingdom manufactured glassware, bakeware and their sourced flatware, dinnerware, barware, hollowware, and banquetware internationally. The Debtors primarily market their products internationally under the Viners®, Anchor Hocking®, Sant'Andrea®, Mermaid®, George Wilkinson®, Great British Bakeware®, Longlife®, Ana Maria Braga®, W.A. Rogers®, and ONEIDA® brands.

The Debtors market their products globally under the Anchor Hocking®, Anchor®, Anchor Home®, FireKing®, ONEIDA®, Buffalo China®, Delco® and Sant' Andrea® brands. The Debtors' sales and marketing functions are managed from their executive offices in Lancaster, Ohio, with staff located in Melville, New York, New York City, and Oneida, New York. The Debtors' international sales and marketing functions are overseen by their various offices outside North America.

The Debtors own and operate two glass manufacturing plants in the United States, one in Lancaster, Ohio, and the other in Monaca, Pennsylvania. The Debtors have distribution centers located at or near each of their manufacturing facilities. In addition, the Debtors operate a single point of distribution for broadline food service distributors and e-commerce customers in Savannah, Georgia.

The Debtors' customers range from Fortune 500 companies to medium and small-sized companies in the consumer, foodservice, business-to-business, and e-commerce channels. The Debtors' customers are located in over 65 countries and include Wal-Mart, Target, Crate and Barrel, Publix, Bed, Bath & Beyond, Canadian Tire, John Lewis, Tesco, El Puerto de Liverpool, Fiesta Americana, Hyatt, Marriott, United Airlines, Royal Caribbean Cruise Lines, Darden Restaurants, Edward Don, and Constellation Brands.

3.3 Employees

As of April 1, 2015, the Debtors employed approximately 1,400 individuals, nearly all of whom were employed full time. Debtors Anchor Hocking LLC and Oneida Ltd. employ the vast majority of the Debtors' employees. The Debtors' full-time employees perform a variety of critical functions, either in corporate-related functions such as store support and back-office administration functions or by working in the Debtors' distribution and manufacturing facilities. The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC represents approximately 1,200 of the Debtors' distribution and manufacturing employees.

3.4 Directors and Officers

As of the date of this Disclosure Statement, the Debtors' officers include: (a) Sam Solomon, Chief Executive Officer; (b) Joel Mostrom, Interim Chief Financial Officer;[8] (c) Colin Walker, Senior Vice President,

[8] On March 2, 2015, the Debtors announced the appointment of Robert M. Ginnan as Senior Vice President and incoming Chief Financial Officer, effective as of the Debtors' filing of their annual report. Mr. Mostrom will assume the role of Interim Vice President of Finance.

Sales and Marketing; (d) Anthony Reisig, Senior Vice President of Operation; and (e) Erika Schoenberger, General Counsel and Secretary.

The members of the New Board and the officers, directors, and/or managers of each of the Reorganized Debtors will be identified in the Plan Supplement and the members of the board of directors of any subsidiary of the Reorganized Debtors shall be satisfactory to the Majority Consenting Lenders. The members of EveryWare Global's board of directors are deemed to have resigned as of the Effective Date. On the Effective Date, the New Board will consist of five (5) members, one of whom will be New Holdco's chief executive officer. The remaining four (4) directors of the New Board will be selected by the Majority Consenting Lenders in their sole discretion and thereafter shall be selected pursuant to the director election process set forth in the New Holdco Bylaws; *provided however*, that such bylaws shall not include any staggered board provisions. On the Effective Date, the existing officers of the Debtors shall serve in their current capacities for the Reorganized Debtors. From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall serve pursuant to the terms of their respective charters and bylaws or other formation and constituent documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the members of the New Board and any Person proposed to serve as an officer of New Holdco shall be disclosed at or before the Confirmation Hearing.

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

3.5 Prepetition Capital Structure

As of the date hereof, the Debtors' funded debt is comprised of an approximately $250.0 million term loan facility and a $60.0 million asset-based revolving credit facility. Outstanding principal balances as of the date hereof are approximately $248.6 million and $43.5 million for the Term Loan Facility and ABL Facility, respectively. Additional details regarding the Debtors' prepetition funded debt are provided below.

(a) Term Loan Facility

Debtors Anchor Hocking LLC and Oneida Ltd. are party to that certain Term Loan Agreement, dated May 21, 2013 (as amended, restated, modified, or supplemented from time to time prior to the Petition Date) by and among: Anchor Hocking LLC and Oneida Ltd., as borrowers; Universal Tabletop, Inc. and all wholly-owned domestic subsidiaries of Anchor Hocking LLC and Oneida Ltd., as guarantors; the various lenders from time to time party thereto; Deutsche Bank AG New York Branch, in its capacity as administrative agent; Jefferies Finance LLC, in its capacity as joint lead arrangers and joint bookrunners; Jefferies Finance LLC, in its capacity as syndication agent; and Lampert Advisors, LLC, in its capacity as documentation agent. The Term Loan Facility is scheduled to mature on May 21, 2020.

The Term Loan Facility refinanced Former EveryWare's previously existing $150.0 million term loan facility. In connection with the refinancing, the Debtors capitalized deferred financing fees of $8.6 million and wrote off $6.2 million associated with the refinanced term loan.

The Term Loan Facility is secured on first-priority basis by the assets of Universal Tabletop, Inc. and its domestic subsidiaries, other than with respect to the assets securing the ABL Facility on a first-priority basis, which secure the Term Loan Facility on a second-priority basis. Principal amortization is payable in consecutive quarterly installments beginning September 30, 2013, in the amount of 0.25% of the amount of the Term Loan Facility outstanding on the Term Loan closing date until maturity. The borrowers are obligated to make mandatory prepayments upon the occurrence of certain events, including additional debt issuances, common and preferred stock issuances, certain asset sales, and excess cash flow generation.

On July 30, 2014, Anchor Hocking LLC, Oneida Ltd., and Universal Tabletop, Inc. entered into that certain Waiver and Amendment No. 1 to Term Loan Agreement (the "Term Loan Amendment") governing the Term Loan Facility, which provides for among other things, a waiver of the events of default that occurred as a result of the borrowers' failure to comply with the consolidated leverage ratio and interest coverage ratio covenants for the fiscal

quarters ended March 31, 2014 and June 30, 2014, and amendments to the Term Loan Agreement. In connection with the Term Loan Amendment, the Debtors capitalized deferred financing fees of $4.8 million, which will be amortized over the remaining life of the agreement, and expensed $7.2 million of deferred financing fees related to the May 21, 2013 refinancing.

The Term Loan Amendment gives the Debtors relief under the consolidated leverage ratio covenant and the interest coverage ratio covenants by eliminating the requirement to comply with these covenants until the quarter ending September 30, 2015, and amended the definition of consolidated adjusted EBITDA, which is used in the calculation of certain of the financial covenants.

(b) **ABL Facility**

Debtors Anchor Hocking LLC and Oneida Ltd. are party to that certain Second Amended and Restated Loan and Security Agreement, dated May 21, 2013 (as amended, restated, modified, or supplemented from time to time prior to the Petition Date), by and among Anchor Hocking LLC and Oneida Ltd., as borrowers, Universal Tabletop, Inc. and all wholly-owned domestic subsidiaries of Anchor Hocking LLC and Oneida Ltd., as guarantors, the various lenders from time to time party thereto, Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent, and Wells Fargo Capital Finance, LLC, in its capacity as sole bookrunner and sole lead arranger.

The ABL Facility is an asset-based revolving credit facility with aggregate commitments of up to $60.0 million, subject to a borrowing base limitation and compliance with a fixed charge coverage ratio financial covenant. As of the date hereof, the aggregate outstanding borrowings under the ABL Facility were approximately $43.5 million, excluding accrued and unpaid interest. The ABL Facility matures on May 21, 2018.

The ABL Facility is secured on a first-priority basis by certain current assets, such as accounts receivable, inventory, cash, securities, deposit accounts, and securities accounts. Borrowings under the ABL Facility are guaranteed, subject to certain customary exceptions and limitations, by Universal Tabletop, Inc., and Anchor Hocking LLC's and Oneida Ltd.'s wholly-owned domestic subsidiaries and are secured by certain of Anchor Hocking's and Oneida's and such guarantors' assets on a first-priority basis, other than those assets that secure the Term Loan Facility. Availability under the ABL Facility is subject to an asset-based borrowing formula based on eligible accounts receivable and inventory.

On May 14, 2014, Anchor Hocking LLC and Oneida Ltd. entered into Amendment No. 1 to the ABL Loan Agreement to include a larger percentage of suppressed borrowing base assets in the determination of adjusted availability from May 13, 2014 through May 30, 2014. This amendment allowed the Debtors to borrow up to an additional $4.125 million under the ABL Facility during this period without triggering the requirement to satisfy the fixed charge ratio covenant under the ABL Facility.

On May 30, 2014, Anchor Hocking LLC and Oneida Ltd. entered into Amendment No. 2 to the ABL Loan Agreement to extend this period of availability for this increase. Amendment No. 2 to the ABL Loan Agreement provided that the collateral agent under the ABL Credit Agreement may exercise cash dominion over certain of the borrowers' and guarantors' deposit accounts whether or not an availability triggering event specified in the ABL Credit Agreement has occurred or is continuing. Amendment No. 2 to the ABL Credit Agreement also provided that the administrative agent under the ABL Credit Agreement is authorized to engage a financial advisor, at the Borrower's expense, to review the Borrowers' books and records, projections and budgets and information regarding the collateral.

On June 30, 2014, July 15, 2014 and July 22, 2014, the parties entered into further amendments to the ABL Loan Agreement to extend the period of increased availability through July 29, 2014. On July 30, 2014, Anchor Hocking LLC, Oneida Ltd., and Universal Tabletop, Inc. entered into that certain Amendment No. 6, which amended the ABL Facility to increase the maximum revolver amount available thereunder from $55.0 million to $60.0 million, subject to certain borrowing base limitations.

ARTICLE IV

EVENTS LEADING TO THE CHAPTER 11 CASES

4.1 The 2014 Out-of-Court Restructuring

In late 2013 and early 2014, the Debtors experienced material revenue and margin declines in their foodservice and consumer segments. In the first quarter of 2014, the Debtors reported EBITDA loss of $7.7 million, down from positive EBITDA of $9.1 million in the first quarter of 2013. The decrease in EBITDA was primarily due to unfavorable changes in cost absorption resulting from lower production levels, higher factory input costs, margin impact on the decrease in revenues, and higher operating expenses resulting from employee separation, impairment charges, and consulting expenses.

The Debtors' declining revenues and margins in the fourth quarter of 2013 and in the first quarter of 2014 put the Company at risk of noncompliance with the maximum consolidated leverage ratio covenant and the minimum interest coverage ratio covenant under the Term Loan Agreement. Thereafter, the Debtors explored financial alternatives to restore covenant compliance while concurrently intensifying their efforts to improve product profitability, consolidate their supply base, and further reduce costs. In March 2014, the Debtors obtained a $12 million conditional equity commitment from the MCP Funds. Meanwhile, the Debtors initiated a temporary shutdown of their Lancaster, Ohio facilities to conserve costs.

The $12 million equity commitment, however, proved insufficient to cure the covenant issues arising under the Term Loan Agreement. In May 2014, the Debtors engaged their primary equity sponsors, certain of the Term Loan Lenders, and other key stakeholders regarding a potential financial and operational restructuring of their businesses. To address the covenant defaults, the Debtors entered into a series of successive, short-term forbearance agreements and amendments with lenders under their Term Loan Facility and ABL Facility between May 2014 and July 2014, during which time the parties continued to negotiate an out-of-court restructuring transaction that would enable the Debtors to return to profitability. On July 30, 2014, these negotiations culminated in a $20.0 million equity investment from the MCP Funds to provide the Debtors with additional liquidity to operate their businesses and certain amendments that, among other things, afforded the Debtors additional covenant relief under the Term Loan Facility and $5.0 million of increased availability under the ABL Facility.

The Debtors' secured lenders and largest equity holder agreed to these transactions, in part, because of the Debtors' revised business plan. In February 2014, the Debtors appointed Sam Solomon, a former executive of Sears Holdings with over 20 years of leadership experience in branded consumer, multi-channel businesses, as Interim Chief Executive Officer, and Joel Mostrom, a Senior Director with A&M, as Interim Chief Financial Officer. In the first quarter of 2015, the Debtors added Robert Ginnan, as Senior Vice President and incoming Chief Financial Officer, and Anthony Reisig, as Senior Vice President of Operations and Supply Chain, to the management team. In addition, the Debtors pursued additional measures to boost liquidity and right size their manufacturing capacity, including the sale of their United Kingdom operations for $6.0 million in August 2014.

The 2014 out-of-court restructuring and related implementation of the revised business plan succeeded in improving the Debtors' operational and financial performance during the second-half of 2014. The Debtors exceeded their projected performance targets under the business plan through the first calendar quarter of 2015.

4.2 The 2015 In-Court Restructuring

The Debtors had projected to meet (and, in fact, met) their first-quarter 2015 performance targets under the business plan. In March 2015, however, the Debtors' independent auditors performed a stress test analysis to evaluate the impact of certain worst-case scenarios on the Debtors' financial condition, including a scenario in which the Debtors' revenue decreased by over 20% in 2015. Based on this analysis, the Debtors' independent auditors informed the Debtors that their annual report due March 31, 2015 would include an explanatory paragraph regarding the Debtors' ability to continue as a going concern. Unless cured 30 days thereafter, the inclusion of a going concern qualification would constitute an event of default under the Term Loan Facility.

In response, the Debtors engaged their primary equity holders, a steering committee of the Term Loan Lenders, and the ABL Agent regarding various restructuring alternatives—out-of-court and in-court—to strengthen

the Debtors' balance sheet, provide short-term liquidity support, and create a sustainable capital structure to position them for the future. Initially, the Debtors requested a $15.0 to $20.0 million unconditional equity commitment from their primary equity holders. The Debtors' primary equity holders declined.. Next, the Debtors proposed certain amendments to the Term Loan Facility and requested a $15.0 million draw to term loan facility to avoid the going concern qualification. The steering committee of Term Loan Lenders likewise was unwilling to provide additional funding on an out-of-court basis.

Meanwhile, the Debtors continued to explore in-court restructuring alternatives with each of their equity sponsors and the steering committee of Term Loan Lenders, and the ABL Agent. On March 31, 2015, after extensive, hard fought negotiations, the Debtors, certain of the Term Loan Lenders holding more than 65% of the Term Loan Facility Claims and certain equity holders holding more than 84% of EveryWare Common Stock and 100% of EveryWare Preferred Stock reached an agreement for a consensual, balance-sheet restructuring to be implemented through a prepackaged chapter 11 plan of reorganization—namely, the Plan—that substantially deleverages the Debtors, provides immediate liquidity through a $40 million new money DIP Term Facility, and minimizes the time and expense associated with the restructuring.

ARTICLE V

OTHER KEY ASPECTS OF THE PLAN

5.1 Distributions

One of the key concepts under the Bankruptcy Code is that only claims and interests that are "allowed" may receive distributions under a chapter 11 plan. This term is used throughout the Plan and the descriptions below. In general, an Allowed Claim or Interest means that the Debtors agree, or if there is a dispute, the Bankruptcy Court determines, that the Claim or Interest, and the amount thereof, is in fact a valid obligation of or Interest in the Debtors. Except as otherwise provided in the Plan, a Final Order, or as otherwise agreed to by the relevant parties, on the Distribution Date, the Distribution Agent shall make initial distributions under the Plan on account of Allowed Claims and Interests, including those that become Allowed as of the Effective Date, subject to the Reorganized Debtors' right to object to Claims and Interests.

(a) Disputed Claims Process

Except as otherwise provided in the Plan, if a party files a Proof of Claim and the Debtors, in consultation with the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, do not determine, without the need for notice to or action, order or approval of the Bankruptcy Court, that the Claim subject to such Proof of Claim is Allowed, such Claim shall be Disputed unless Allowed or disallowed by a Final Order or as otherwise set forth in the Plan. Except as otherwise provided in the Plan, all Proofs of Claim filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

(b) Prosecution of Objections to Claims and Interests

Except insofar as a Claim or Interest is Allowed under the Plan, the Debtors, the Reorganized Debtors or any other party in interest shall be entitled to object to the Claim or Interest. Any objections to Claims and Interests shall be served and filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Section 4.14 of the Plan.

(c) No Interest

Unless otherwise specifically provided for in the Plan or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no holder of a Claim shall be entitled to interest accruing on or

after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

(d) **Disallowance of Claims and Interests**

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

5.2 ABL Exit Facility

If the Debtors exercise the ABL Exit Conversion, on the Effective Date, the Debtors shall execute and deliver the ABL Exit Facility Loan Agreement, which shall become effective and enforceable in accordance with its terms and the Plan. Confirmation of the Plan shall be deemed approval of the ABL Exit Facility and the ABL Exit Facility Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the ABL Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute the ABL Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the ABL Exit Facility. On the Effective Date, all of the Liens and security interests to be granted in accordance with the ABL Exit Facility Documents (a) shall be deemed to be approved, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the ABL Exit Facility Documents, (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the ABL Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. On and after the Effective Date and solely to the extent the ABL Exit Conversion and the Exit Conversion are exercised, the Liens and security interests securing the ABL Exit Facility shall be junior to the first priority Liens and security interests securing the Exit Facility only with respect to the Exit Priority Collateral (as defined in the applicable intercreditor agreement) and the ABL Facility only with respect to the ABL Priority Collateral (as defined in the applicable intercreditor agreement), and the relative Lien, payment, and enforcement priorities of the ABL Exit Facility, the Exit Facility, and the ABL Facility shall be governed by the terms of an intercreditor agreement in form and substance satisfactory to the Debtors or the Reorganized Debtors, as applicable, the Exit Facility Agent, the ABL Facility Agent, and the ABL Exit Facility Agent (with the consent of ABL Exit Facility Lenders holding, in the aggregate, more than 50% of the principal amount of the total outstanding loans under the ABL Exit Facility as of such date).

5.3 Exit Facility

If the Debtors exercise the Exit Conversion, on the Effective Date, the Debtors shall execute and deliver the Exit Facility Term Loan Agreement, which shall become effective and enforceable in accordance with its terms and the Plan. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication

of the Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be approved, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. On and after the Effective Date and solely to the extent the Exit Conversion and the ABL Exit Conversion are exercised, the Liens and security interests securing the Exit Facility shall be junior to the first priority Liens and security interests securing the ABL Exit Facility only with respect to the ABL Exit Priority Collateral (as defined in the applicable intercreditor agreement) and the ABL Facility only with respect to the ABL Priority Collateral (as defined in the applicable intercreditor agreement), and the relative Lien, payment, and enforcement priorities of the Exit Facility, the ABL Exit Facility, and the ABL Facility shall be governed by the terms of an intercreditor agreement in form and substance satisfactory to the Debtors or the Reorganized Debtors, as applicable, the ABL Exit Facility Agent, the ABL Facility Agent, and the Exit Facility Agent (with the consent of Exit Facility Lenders holding, in the aggregate, more than 50% of the principal amount of the total outstanding loans under the Exit Facility as of such date).

5.4 Restructuring Transactions

On the Effective Date, the Debtors, with the consent of the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, may enter into the following transactions and take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided therein. The Restructuring Transactions may include one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions as may be determined by the Debtors, with the consent of the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, to be necessary or appropriate. The actions to effect the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

5.5 Treatment of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases under the Plan may include the

assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided in the Plan or agreed to by the Debtors and with the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

(b) **Cure of Defaults and Objections to Cure and Assumption**

The Debtors or Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or Reorganized Debtors to a counterparty must be filed with the Solicitation Agent on or before 30 days after the Effective Date. Any such request that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided*, *however*, that nothing in the Plan shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to file such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is a dispute regarding Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or Reorganized Debtors and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

(c) **Contracts, Intercompany Contracts, and Leases Entered into After the Petition Date**

Contracts, Intercompany Contracts, and leases entered into after the Petition Date by any Debtor and any Executory Contracts and Unexpired Leases assumed by any Debtor may be performed by the applicable Reorganized Debtor in the ordinary course of business.

(d) **Reservation of Rights**

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any

Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

5.6 Release, Injunction, and Related Provisions

(a) **Discharge of Claims and Termination of Interests**

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

(b) **Releases by the Debtors**

Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including: (1) the settlement, release, and compromise of debt, Causes of Action, Claims, and Interests, (2) the services of the Debtors' present and former officers, directors, managers, and advisors in facilitating the implementation of the restructuring contemplated herein, and (3) the good faith negotiation of, and participation in, the restructuring contemplated herein, each of the Debtors, the Reorganized Debtors, and the Estates conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release and shall be deemed to have provided a full discharge and release to each Released Party (and each such Released Party so released shall be deemed fully released and discharged by the Debtors, the Reorganized Debtors, and the Estates) and their respective property from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of the Debtors and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however,* that the foregoing "Debtor Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages remedies, Causes of Action, and liabilities in respect of any Released Party solely to the extent arising under the Support Agreement, the Plan, or any agreements entered into pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, *and further,* shall constitute the Bankruptcy Court's finding that the Debtor

Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

(c) **Releases by Holders of Claims and Interests**

Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however*, that the foregoing "Third-Party Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages, remedies, Causes of Action, and liabilities in respect of any Released Party, solely to the extent (1) arising under any agreements entered into pursuant to the Plan, or (2) with respect to Claims by Professionals related to Professionals' final fee applications or accrued Professional compensation claims in the Chapter 11 Cases.

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

(d) **Exculpation**

Notwithstanding anything contained herein to the contrary, the Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Support Agreement, the Disclosure Statement, the Plan Supplement, the New Holdco Governance Documents, the Exit Facility Documents, the ABL Exit Facility Documents, the Transaction, the issuance, distribution, and/or sale of any shares of New Common Stock or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided, however*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further*, that the foregoing "Exculpation" shall have no effect on the liability of any Entity solely to the extent resulting from any such

act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; *provided, further,* that the foregoing "Exculpation" shall have no effect on the liability of any Entity for acts or omissions occurring after the Confirmation Date.

(e) **Preservation of Rights of Action**

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

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

(f) **Injunction**

Except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.2 or Section 8.3, discharged pursuant to Section 8.1, or are subject to exculpation pursuant to Section 8.4 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

5.7 Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the

Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

5.8 Indemnification

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, or agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors will amend and/or restate their respective governance documents before or after the Effective Date to terminate or adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights; *provided, however,* that as of the Effective Date, each Indemnification Provision for the benefit of a Sponsor shall be deemed rejected with respect to such Sponsor without the need for further notice to or action, or approval of the Bankruptcy Court under section 365 of the Bankruptcy Code. For the avoidance of doubt, any Claim of a Sponsor that may arise as a result of the rejection of an Indemnification Provision is Allowed in the amount of $0.

5.9 Recoupment

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

5.10 Release of Liens

Except (a) with respect to the Liens securing (i) the DIP Term Facility to the extent set forth in the Exit Facility Documents, (ii) the DIP ABL Facility to the extent set forth in the ABL Exit Facility Documents, (iii) the ABL Facility to the extent set forth herein, and (iv) the Secured Tax Claims or Other Secured Claims (depending on the treatment of such Claims), or (b) as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

5.11 Reimbursement or Contribution

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

5.12 Incentive Plans and Employee and Retiree Benefits

Except as otherwise provided herein, on and after the Effective Date, subject to any Final Order and, without limiting any authority provided to the New Board under the Debtors' respective certificates of incorporation, bylaws and other formation and constituent documents, the Reorganized Debtors shall: (a) amend,

adopt, assume and/or honor in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

5.13 Subordination

The allowance, classification, and treatment of all Claims and Interests under the Plan shall conform to and be consistent with the respective contractual, legal, and equitable subordination rights of such Claims and Interests, and the Plan shall recognize and implement any such rights. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided in the Plan, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

5.14 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, or in any agreement, instrument, or other document incorporated in the Plan (including, without limitation, the Exit Facility Documents and the ABL Exit Facility Documents), on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.15 Modification of Plan

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

5.16 Revocation or Withdrawal of Plan

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

5.17 Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement

shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests prior to the Effective Date.

5.18 Plan Supplement Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from https://cases.primeclerk.com/everyware or the Bankruptcy Court's website at www.deb.uscourts.gov. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

5.19 Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Section 9.2 of the Plan:

(a) the Confirmation Order shall not have been stayed, modified, or vacated on appeal;

(b) if the Debtors exercise the ABL Exit Conversion, all respective conditions precedent to consummation of the ABL Exit Facility Loan Agreement shall have been waived or satisfied in accordance with the terms thereof;

(c) if the Debtors exercise the Exit Conversion, all respective conditions precedent to consummation of the Exit Facility Credit Agreement shall have been waived or satisfied in accordance with the terms thereof;

(d) the Professional Fee Escrow Account shall have been established and funded with the Professional Fee Amount;

(e) payment in full in Cash of all reasonable and documented fees and expenses of the Consenting Term Lenders incurred by the following advisors to the Consenting Term Lenders in connection with the Transaction: (i) Milbank, Tweed, Hadley & McCloy LLP; (ii) Houlihan Lokey Capital, Inc., as set forth in that certain letter agreement to be entered into by and among the Debtors and Houlihan Lokey Capital, Inc.; and (iii) Morris, Nichols, Arsht & Tunnell LLP; and

(f) with respect to all documents and agreements necessary to implement the Plan: (1) all conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; (2) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Units in accordance with applicable laws; and (3) such documents and agreements shall have been effected or executed.

ARTICLE VI

CERTAIN FACTORS TO BE CONSIDERED

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS AND INTERESTS THAT ARE IMPAIRED SHOULD READ AND CAREFULLY CONSIDER THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT.

ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

6.1 General

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. In considering whether to vote to accept or reject the Plan, holders of Claims should read and carefully consider the factors set forth below, as well as all other information set forth or otherwise referenced or incorporated by reference in this Disclosure Statement.

6.2 Risks Relating to the Plan and Other Bankruptcy Law Considerations

(a) A Claim or Interest Holder May Object to, and the Bankruptcy Court May Disagree with, the Debtors' Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created ten 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. However, a Claim or Interest holder could challenge the Debtors' classification. In such an event, the cost of the Chapter 11 Cases and the time needed to confirm the Plan may increase, and there can be no assurance that the Bankruptcy Court will agree with the Debtors' classification. If the Bankruptcy Court concludes that the classifications of Claims and Interests under the Plan do not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan. Such modification could require re-solicitation of votes on the Plan. The Plan may not be confirmed if the Bankruptcy Court determines that the Debtors' classification of Claims and Interests is not appropriate.

(b) The Debtors May Not Be Able To Satisfy the Voting Requirements for Confirmation of the Plan

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors may seek, as promptly as practicable thereafter, Confirmation. If the Plan does not receive the required support from Class 5, the Debtors may elect, with the consent of the Majority Consenting Lenders, to amend the Plan, seek to sell their assets pursuant to section 363 of the Bankruptcy Code, or proceed with liquidation.

(c) The Bankruptcy Court May Not Confirm the Plan or May Require the Debtors To Re-Solicit Votes with Respect to the Plan

The Debtors cannot assure you that the Plan will be confirmed by the Bankruptcy Court. Section 1129 of the Bankruptcy Code, which sets forth the requirements for confirmation of a plan of reorganization, requires, among other things, a finding by the Bankruptcy Court that the plan of reorganization is "feasible," that all claims and interests have been classified in compliance with the provisions of section 1122 of the Bankruptcy Code, and that, under the plan of reorganization, each holder of a claim or interest within each impaired class either accepts the plan of reorganization or receives or retains cash or property of a value, as of the date the plan of reorganization becomes effective, that is not less than the value such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. There can be no assurance that the Bankruptcy Court will conclude that the feasibility test and other requirements of section 1129 of the Bankruptcy Code have been met with respect to the Plan.

If the Plan is filed, there can be no assurance that modifications to the Plan would not be required for Confirmation, or that such modifications would not require a re-solicitation of votes on the Plan.

Moreover, the Bankruptcy Court could fail to approve this Disclosure Statement and determine that the votes in favor of the Plan should be disregarded. The Debtors then would be required to recommence the solicitation process, which would include re-filing a plan of reorganization and disclosure statement. Typically, this process involves a 60- to 90-day period and includes a Bankruptcy Court hearing with respect to the required approval of a disclosure statement, followed (after Bankruptcy Court approval) by solicitation of claim and interest holder votes for the plan of reorganization, followed by a confirmation hearing at which the Bankruptcy Court will determine

whether the requirements for confirmation have been satisfied, including the requisite claim and interest holder acceptances.

If the Plan is not confirmed, the Chapter 11 Cases may be converted into cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of claims and interests and the Debtors' liquidation analysis are set forth under the unaudited Liquidation Analysis, attached hereto as **Exhibit C**. The Debtors believe that liquidation under chapter 7 of the Bankruptcy Code would result in, among other things, smaller distributions being made to creditors and interest holders than those provided for in the Plan because of:

- the absence of a market for the Debtors' assets on a going concern basis;
- additional administrative expenses involved in the appointment of a trustee; and
- additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other Executory Contracts in connection with a cessation of the Debtors' operations.

(d) **The Debtors May Object to the Amount or Classification of a Claim or Interest**

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

(e) **Even if the Debtors Receive All Necessary Acceptances for the Plan To Become Effective, the Debtors May Fail To Meet All Conditions Precedent to Effectiveness of the Plan**

Although the Debtors believe that the Effective Date would occur very shortly after the Confirmation Date, there can be no assurance as to such timing.

The Confirmation and effectiveness of the Plan are subject to certain conditions that may or may not be satisfied. The Debtors cannot assure you that all requirements for Confirmation and effectiveness required under the Plan will be satisfied.

(f) **Contingencies May Affect Distributions to Holders of Allowed Claims**

The distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies could affect distributions under the Plan.

(g) **Holders of EveryWare Preferred Stock and/or EveryWare Common Stock Will Not Receive Distributions of New Common Stock or Releases if Certain Equity Holders Do Not Support the Plan, DIP Term Facility, and/or the Transaction**

Holders of EveryWare Preferred Stock and/or EveryWare Common Stock, as applicable, will not receive distributions of New Common Stock or releases if certain equity holders do not support the Plan, the DIP Term Facility, and/or the Transaction. Specifically, if MCP Funds objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Preferred Stock shall not receive any New Common Stock or releases under the Plan. If any Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Common Stock shall not receive any New Common Stock or releases under the Plan.

(h) **The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate**

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable nonbankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote; and
- the time prescribed for voting is not unreasonably short.

In addition, Bankruptcy Rule 3018(b) provides that a holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. Section 1126(b) of the Bankruptcy Code provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable nonbankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such holder of adequate information (as defined by section 1125(a) of the Bankruptcy Code). While the Debtors believe that the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(i) **The United States Trustee or Other Parties May Object to the Plan on Account of the Third-Party Release Provisions**

Any party in interest, including the United States Trustee (the "U.S. Trustee"), could object to the Plan on the grounds that the Third-Party Release is not given consensually or in a permissible non-consensual manner. In response to such an objection, the Bankruptcy Court could determine that the Third-Party Release is not valid under the Bankruptcy Code. If the Bankruptcy Court makes such a determination, the Plan could not be confirmed without modifying the Plan to alter or remove the Third-Party Release. This could result in substantial delay in Confirmation of the Plan or the Plan not being confirmed at all.

(j) **The Debtors May Seek To Amend, Waive, Modify, or Withdraw the Plan at Any Time Prior to Confirmation**

The Debtors, with the consent of the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Support Agreement, and consistent with the terms of the Plan, to amend the terms of the Plan or waive any conditions thereto if and to the extent such amendments or waivers are consistent with the terms of the Support Agreement and necessary or desirable to consummate the Plan. The potential impact of any such amendment or waiver on the holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (1) all classes of adversely affected creditors and interest holders accept the modification in writing, or (2) the Bankruptcy Court determines, after notice to designated parties, that such modification was *de minimis* or purely technical or otherwise did not adversely change the treatment of holders of accepting Claims and Interests or is otherwise permitted by the Bankruptcy Code.

(k) **The Plan May Have a Material Adverse Effects on the Debtors' Operations**

The solicitation of acceptances of the Plan and commencement of the Chapter 11 Cases could adversely affect the relationships between the Debtors and their respective users, employees, partners, and other parties. Such adverse effects could materially impair the Debtors' operations, including their ability to provide their services to users.

(l) **The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding Could Disrupt the Debtors' Businesses, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan**

The Debtors estimate that the process of obtaining Confirmation of the Plan by the Bankruptcy Court will last approximately 60 to 75 days from the Petition Date, but it could last considerably longer if, for example, Confirmation is contested or the conditions to Confirmation or Consummation are not satisfied or waived.

Although the Plan is designed to minimize the length of the bankruptcy proceedings, it is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' businesses. There is a risk, due to uncertainty about the Debtors' futures that, among other things:

- customers could move to the Debtors' competitors;
- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and
- suppliers, vendors, or other business partners could terminate their relationship with the Debtors or demand financial assurances or enhanced performance, any of which could impair the Debtors' prospects.

A lengthy bankruptcy proceeding also would involve additional expenses and divert the attention of management from the operation of the Debtors' businesses.

The disruption that the bankruptcy process would have on the Debtors' businesses could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while they try to develop a different plan of reorganization that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

(m) **Other Parties in Interest Might Be Permitted To Propose Alternative Plans of Reorganization That May Be Less Favorable to Certain of the Debtors' Constituencies Than the Plan**

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative plan of reorganization to the Plan. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit acceptances of a plan of reorganization for a period of 120 days from the Petition Date. However, such exclusivity period can be reduced or terminated upon order of the Bankruptcy Court. If such an order were to be entered, other parties in interest would then have the opportunity to propose alternative plans of reorganization.

If another party in interest were to propose an alternative plan of reorganization following expiration or termination of the Debtors' exclusivity period, such a plan may be less favorable to existing holders of Interests and may seek to exclude such holders from retaining any equity under their proposed plan. An alternative plan of reorganization also may treat less favorably the Claims of a number of other constituencies, including the

holders of Claims in Class 5. The Debtors consider maintaining relationships with their stakeholders, employees, and users as critical to maintaining the value of their enterprise following the Effective Date and have sought to treat those constituencies accordingly. However, proponents of alternative plans of reorganization may not share the Debtors' assessments and may seek to impair the Claims or Interests of such constituencies to a greater degree. If there were competing plans of reorganization, the Chapter 11 Cases likely would become longer, more complicated, and much more expensive. If this were to occur, or if the Debtors' employees or other constituencies important to the Debtors' business were to react adversely to an alternative plan of reorganization, the adverse consequences discussed in the foregoing Section 6.2(k) also could occur.

(n) **The Debtors' Business May Be Negatively Affected if the Debtors Are Unable To Assume Their Executory Contracts**

An executory contract is a contract on which performance remains due to some extent by both parties to the contract. The Plan provides for the assumption of all Executory Contracts and Unexpired Leases (other than Indemnification Provisions that pertain to Sponsors). The Debtors intend to preserve as much of the benefit of their existing Executory Contracts and Unexpired Leases as possible. However, with respect to some limited classes of Executory Contracts, including licenses with respect to patents or trademarks, the Debtors may need to obtain the consent of the counterparty to maintain the benefit of the contract. There is no guarantee that such consent either would be forthcoming or that conditions would not be attached to any such consent that makes assuming the contracts unattractive. The Debtors then would be required to either forego the benefits offered by such contracts or to find alternative arrangements to replace them.

(o) **Material Transactions Could Be Set Aside as Fraudulent Conveyances or Preferential Transfers**

Certain payments received by stakeholders prior to the bankruptcy filing could be challenged under applicable debtor/creditor or bankruptcy laws as either a "fraudulent conveyance" or a "preferential transfer." A fraudulent conveyance occurs when a transfer of a debtor's assets is made with the intent to defraud creditors or in exchange for consideration that does not represent reasonably equivalent value to the property transferred. A preferential transfer occurs upon a transfer of property of the debtor while the debtor is insolvent for the benefit of a creditor on account of an antecedent debt owed by the debtor that was made on or within 90 days before the petition date or one year before the petition date, if the creditor, at the time of such transfer, was an insider. If any transfer were challenged in the Bankruptcy Court and found to have occurred with regard to any of the Debtors' material transactions, the Bankruptcy court could order the recovery of all amounts received by the recipient of the transfer.

(p) **The Debtors May Be Unsuccessful in Obtaining First Day Orders To Permit Them To Pay Their Vendors, Employees, or To Continue To Operate Their Businesses, in the Ordinary Course of Business**

The Debtors have tried to address potential concerns of their users, vendors, employees, and other key parties in interest that might arise from the filing of the Plan through a variety of provisions incorporated into or contemplated by the Plan, including the Debtors' intention to seek appropriate Bankruptcy Court orders to permit the Debtors to pay their prepetition and postpetition accounts payable to parties in interest in the ordinary course. However, there can be no guarantee that the Debtors will be successful in obtaining the necessary approvals of the Bankruptcy Court for such arrangements or for every party in interest the Debtors may seek to treat in this manner, and, as a result, the Debtors' businesses might suffer.

(q) **The Bankruptcy Court May Not Approve the Debtors' Use of Cash Collateral, the DIP Term Facility, and/or the DIP ABL Facility**

Upon commencing the Chapter 11 Cases, the Debtors will ask the Bankruptcy Court to authorize the Debtors to enter into postpetition financing arrangements use cash collateral to fund the Chapter 11 Cases and to provide customary adequate protection to the lenders under the prepetition credit agreements, which requests will be in accordance with the terms of the Support Agreement. Such access to postpetition financing and cash collateral will provide liquidity during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the DIP Term Facility, DIP ABL Facility, and/or such use of cash collateral on the terms

requested. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral. There is no assurance that the Debtors will be able to obtain an extension of the right to obtain further postpetition financing or use cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

6.3 Risks Relating to the Transaction

(a) **The Debtors Will Be Subject to Business Uncertainties and Contractual Restrictions Prior to the Effective Date**

Uncertainty about the effects of the Plan on employees may have an adverse effect on the Debtors. These uncertainties may impair the Debtors' ability to retain and motivate key personnel and could cause users and others that deal with the Debtors to defer entering into contracts with the Debtors or making other decisions concerning the Debtors or seek to change existing business relationships with the Debtors. In addition, if key employees depart because of uncertainty about their future roles and the potential complexities of the Transaction, the Debtors' businesses could be harmed.

(b) **The Support of Consenting Term Lenders and Consenting Equity Holders Is Subject to the Terms of the Support Agreement Which Is Subject to Termination In Certain Circumstances**

Pursuant to the Support Agreement, the Consenting Term Lenders and the Consenting Equity Holders are obligated to support the restructuring transaction discussed above and the Plan. Nevertheless, the Support Agreement is subject to termination upon the occurrence of a Termination Event (as such term is defined in the Support Agreement). Accordingly, the Support Agreement may be terminated after the date of this Disclosure Statement, and such a termination would present a material risk to Confirmation of the Plan because the Plan may no longer have the support of the Consenting Term Lenders and the Consenting Equity Holders.

(c) **Inherent Uncertainty of the Debtors' Financial Projections**

The financial projections attached hereto as **Exhibit B** includes projections covering the Debtors' operations through 2018. These projections are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Common Stock and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the projections should not be relied upon as a guaranty or other assurance of the actual results that will occur.

Further, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after fully evaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation from the attached projections, and could result in materially different outcomes from those projected.

(d) **The Debtors Must Continue To Retain, Motivate, and Recruit Executives and Other Key Employees, Which May Be Difficult in Light of Uncertainty Regarding the Plan, and Failure To Do So Could Negatively Affect the Debtors' Business**

For the Transaction to be successful, during the period before the Effective Date, the Debtors must continue to retain, motivate, recruit executives and other key employees and maintain employee morale. Moreover, the Debtors must be successful at retaining and motivating key employees following the Effective Date. Employees of the Debtors may feel uncertainty about their future roles with the Debtors until, or even after, future strategies are announced or executed. The potential distractions of the Transaction may adversely affect the ability of the Debtors

to retain, motivate, and recruit executives and other key employees and keep them focused on applicable strategies and goals. Additionally, the Debtors' employees could seek employment with one of the Debtors' competitors, which, in light of the Chapter 11 Cases, may seek to lure the employees at a time when such employees may be fearful about the Debtors' future. To be sure, a failure by the Debtors to attract, retain, and motivate executives and other employees during the period prior to or after the Effective Date could have a negative impact on the Debtors' businesses.

(e) **Failure To Confirm and Consummate the Plan Could Negatively Impact the Debtors**

If the Plan is not confirmed and consummated, the ongoing businesses of the Debtors may be adversely affected and there may be various consequences, including:

- the adverse impact to the Debtors' businesses caused by the failure to pursue other beneficial opportunities due to the focus on the Transaction, without realizing any of the anticipated benefits of the Transaction;
- the incurrence of substantial costs by the Debtors in connection with the Transaction, without realizing any of the anticipated benefits of the Transaction;
- the possibility, for the Debtors, of being unable to repay indebtedness when due and payable; and
- the Debtors pursuing traditional chapter 11 or chapter 7 proceedings resulting in recoveries for creditors and interest holders that are less than contemplated under the Plan, or resulting in no recovery for certain creditors and interest holders.

6.4 Risks Relating to New Common Stock

(a) **The Debtors May Not Be Able To Achieve Their Projected Financial Results**

The Debtors may not be able to meet their projected financial results or achieve the revenue or cash flow that the Debtors have assumed in projecting their future business prospects. If the Debtors do not achieve these projected revenue or cash flow levels, the Debtors may lack sufficient liquidity to continue operating as planned after emergence. The financial projections represent management's view based on currently known facts and hypothetical assumptions about their future operations. They do not, however, guarantee the Debtors' future financial performance.

(b) **The Plan Exchanges Senior Securities for Junior Securities**

If the Plan is confirmed and consummated, certain holders of Claims and Interests will receive shares of New Common Stock. Thus, in agreeing to the Plan, certain of such holders will be consenting to the exchange of their interests in senior debt, which has, among other things, a stated interest rate, a maturity date, and a liquidation preference over equity securities, for shares of New Common Stock, which will be subordinate to all future creditor claims.

(c) **A Liquid Trading Market for the New Common Stock May Not Develop**

The Debtors make no assurance that liquid trading markets for the New Common Stock will develop. The liquidity of any market for the New Common Stock will depend, among other things, upon the number of holders of New Common Stock, the Reorganized Debtors' financial performance, and the market for similar securities, none of which can be determined or predicted. Therefore, the Debtors cannot assure that an active trading market will develop or, if a market develops, what the liquidity or pricing characteristics of that market will be.

(d) **The Debtors May Be Controlled by Significant Holders**

Under the Plan, certain holders of Allowed Claims and Interests may receive New Common Stock. If holders of a significant number of shares of New Common Stock were to act as a group, such holders might be in a position to control the outcome of actions requiring shareholder approval, including the election of directors. In addition, the Majority Consenting Lenders will have exclusive control over the selection of 4 out of the 5 directors on New Holdco's board of directors, and the Majority Consenting Lenders, together with the Debtors, will determine the terms and conditions to be contained in the New Holdco Governance Documents.

(e) **The Debtors' Financial Projections Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based**

The Debtors' financial projections are based on numerous assumptions including: timely Confirmation and Consummation pursuant to the terms of the Plan; the anticipated future performance of the Debtors; industry performance; general business and economic conditions; and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize. In addition, unanticipated events and circumstances occurring subsequent to the date that the Disclosure Statement is approved by the Bankruptcy Court may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the ability of the Debtors to make payments with respect to indebtedness following Consummation. Because the actual results achieved throughout the periods covered by the projections may vary from the projected results, the projections should not be relied upon as an assurance of the actual results that will occur. Except with respect to the projections and except as otherwise specifically and expressly stated, the Disclosure Statement does not reflect any events that may occur subsequent to the date of the Disclosure Statement. Such events may have a material impact on the information contained in the Disclosure Statement. The Debtors do not intend to update the projections and therefore the projections will not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the projections.

6.5 Risks Relating to the Debtors' Business

(a) **Slowdowns in the Retail or Foodservice Industries Could Adversely Impact the Debtors' Results of Operations, Financial Condition, and Liquidity.**

The Debtors' operations and financial performance are directly impacted by changes in the retail and foodservice industries, which in turn are impacted by changes in the global economy. The retail and foodservice industries are directly affected by general economic factors including recession, inflation, deflation, new home sales and housing starts, levels of disposable income, consumer credit availability, consumer debt levels, unemployment trends, fuel and energy costs, material input costs, foreign currency translation, labor cost inflation, interest rates, the impact of natural disasters, political and social unrest and terrorism, and other matters that influence consumer spending.

Any significant downturn in the global economy may significantly lower consumer discretionary spending, which may in turn lower the demand for our products, particularly in the Debtors' consumer segment. In particular, demand for the Debtors' consumer products is correlated to the strength of the housing industry because consumers are more likely to purchase tabletop, food preparation, and pantry products in connection with purchasing a new home. When home sales and housing starts are weak, demand for the Debtors' products can be adversely affected. Expenditures in the foodservice industry are also affected by discretionary spending levels and may decline during a general economic downturn. Hotels, airlines, and restaurants are less likely to invest in new flatware, dinnerware, barware, hollowware, and banquetware when there is a slowdown in their industry.

Currently, uncertainty about global economic conditions may cause consumers of the Debtors' products to postpone spending in response to tighter credit, negative financial news, or declines in income or asset values. These factors could have adverse effects on the demand for our products and on our operating results and financial condition. Substantial deterioration in general economic conditions would likely exacerbate these adverse effects and could result in a wide-ranging and prolonged impact on general business conditions, which could negatively impact the Debtors' results of operations, financial condition, and liquidity.

(b) **The Debtors' Operations and Financial Performance are Directly Impacted by Changes in the Global Economy.**

An economic decline in future reporting periods could negatively affect our business and results of operations. The volatility of the current economic climate makes it difficult for the Debtors to predict their results of operations. In periods of economic uncertainty, the Debtors' customers may face financial difficulties, including the unavailability of or reduction in commercial credit, or both, that may result in decreased sales by the Debtors' company. Certain of the Debtors' customers may cease operations or seek bankruptcy protection, which would reduce the Debtors' cash flows and adversely impact the Debtors' results of operations. Our customers that are financially viable and that do not experience economic distress may nevertheless elect to reduce the volume of orders for the Debtors' products or close facilities in an effort to remain financially stable or as a result of the unavailability of commercial credit, which would negatively affect the Debtors' results of operations. The Debtors may also have difficulty accessing the global credit markets due to the tightening of commercial credit availability and the financial difficulties of the Debtors' customers, which would result in decreased ability to fund capital-intensive strategic projects. In addition, the Debtors may experience challenges in forecasting revenues and operating results due to these global economic conditions. The difficulty in forecasting revenues and operating results may result in volatility in the market price of the Debtors' or the Reorganized Debtors' common stock.

(c) **The Debtors' Oneida Ltd. and Anchor Hocking LLC Have Been Part of the Same Company for a Limited Time and Their Combined Operating History is Limited and May Not Be Indicative of the Debtors' Future Performance.**

Although Oneida Ltd. and Anchor Hocking LLC have been in existence for many years, the Debtors have had a limited reporting history incorporating both businesses. Investment funds affiliated with Monomoy acquired Anchor Hocking LLC in April 2007 and Oneida LLC in November 2011 and integrated both companies under Former EveryWare in March 2012. The Debtors' combined operating history is limited and may not be indicative of their future performance.

(d) **If the Debtors' Products Do Not Appeal to a Broad Range of Consumers, the Debtors' Sales and Results of Operations Would Be Harmed.**

The Debtors' success depends on their products' appeal to a broad range of consumers whose preferences cannot be predicted with certainty and are subject to change. If the Debtors' current products do not meet consumer demands, the Debtors' sales will decline. In addition, the Debtors' growth depends upon their ability to develop new products and product improvements, which involve numerous risks. As the Debtors' business grows, their reliance on new products may increase. They may not be able to accurately identify consumer preferences, translate their knowledge into consumer-accepted products, or successfully integrate new products with their existing product platform or operations. The Debtors may also experience increased expenses incurred in connection with product development or marketing and advertising that are not subsequently supported by a sufficient level of sales, which would negatively affect our results of operations. Unsuccessful product launches could also result in increased inventory write-downs. The Debtors may not be able to successfully develop new products in the future, and their newly developed products may not contribute favorably to its results of operations. Furthermore, product development may divert management's attention from other business concerns, which could cause sales of their existing products to suffer.

(e) **If the Debtors Are Unable to Protect Their Intellectual Property, or Are Accused of Intellectual Property Infringement, Their Ability to Compete Would Be Negatively Impacted.**

The Debtors' business depends in part on their ability to protect their intellectual property rights. The Debtors rely on a combination of patent, trademark, copyright, trade dress and trade secret laws, licenses, and confidentiality and other agreements to protect their intellectual property rights. However, this protection may not be sufficient. The Debtors' intellectual property rights may be challenged or invalidated, an infringement suit by the

Debtors against a third party may not be successful and third parties could adopt trademarks similar to those of the Debtors. In the past, other companies have infringed upon the Debtors' trademarks, copied their patented and copyrighted products, and otherwise violated their intellectual property. The cost associated with actively protecting the Debtors' intellectual property is oftentimes very high in relation to the net sales of a particular product is impacted. Furthermore, the Debtors operate in jurisdictions that make it difficult to protect their intellectual property. In addition, the Debtors have been accused of infringing or violating the intellectual property rights of third parties in the past and may be accused again. Any such claims, whether or not meritorious, could result in costly litigation. Failure to protect the Debtors' intellectual property or prevail in any intellectual property litigation could materially and adversely affect the Debtors' competitive position or otherwise harm their business.

(f) **Unexpected Equipment Failures May Lead to Production Curtailments or Shutdowns, Which Could Adversely Affect the Debtors' Results of Operations.**

The Debtors manufacturing processes are dependent upon critical processing equipment, such as furnaces, forming machines, stamping presses, spinning machines, and lehrs. This equipment may incur downtime as a result of unanticipated failures, accidents, natural disasters, or other force majeure events. The Debtors may in the future experience facility shutdowns or periods of reduced production as a result of such failures or events. Unexpected interruptions in their production capabilities would adversely affect their productivity and results of operations for the affected period. The Debtors also may face shutdowns if they are unable to obtain enough energy during the peak demand periods.

(g) **Fluctuations in Buying Decisions of the Debtors' Customers and Changing Policies and Requests of the Debtors' Customers Could Harm the Debtors' Business.**

The Debtors' consumer segment customers include mass merchants, discount retailers, specialty stores, department stores, grocery stores, and other retailers; their foodservice segment customers include equipment and supply dealers, the hotel and gaming industry, broadline distributors and chain restaurants, airlines, and cruise lines; and their specialty segment customers include candle and floral wholesalers, direct sellers, industrial lighting manufacturers and distillers, and distributors of premium spirits. Unanticipated changes in purchasing and other practices by their customers, including a customer's pricing and payment terms, could adversely affect their profitability. The Debtors' customers have requested, and may continue to request, increased service and other accommodations, including design services, rebates, volume discounts, payment term discounts, and packaging customization. Following the commencement of the Chapter 11 Cases, the Debtors may face substantially increased expenses to meet these requests, which would reduce their margins. For example, in the consumer segment, retailers may engage in inventory destocking (which may also affect the Debtors' specialty segment), impose limitations on shelf space, or use private label brands, and these actions may negatively affect the sales or profitability of their products. As a result of the desire of retailers to more closely manage inventory levels, there is a growing trend among retailers to make purchases on a "just-in-time" basis. This requires the Debtors to shorten their lead time for production in certain cases and more closely anticipate demand, which could in the future require the Debtors to carry additional inventories. The Debtors' success and growth is also dependent on their evaluation of consumer preferences and changing trends.

Many of the Debtors' customers are significantly larger than the Debtors are and have greater financial and other resources and also purchase goods directly from vendors in Asia and elsewhere. Decisions by large customers to increase their purchases directly from overseas vendors could have a material adverse effect on the Debtors. Significant changes in or financial difficulties of the Debtors' customers, including consolidations of ownership, restructurings, bankruptcies, liquidations, or other events, could result in fewer stores selling the Debtors' products, fewer distributors and foodservice customers ordering their products, an increase in the risk of extending credit to these customers or limitations on their ability to collect amounts due from these customers. Purchases by the Debtors' customers are generally made using individual purchase orders. As a result, these customers may cancel their orders, change purchase quantities from forecast volumes, delay purchases for a number of reasons beyond their control, or change other terms of their business relationship with the Debtors. Significant or numerous cancellations, reductions, delays in purchases, or changes in business practices by customers could have a material adverse effect on the Debtors' results of operations and financial condition.

(h) **The Debtors Source Some of Their Products from Third-Party Suppliers Located in Asia, Europe, and Mexico, Which Reduces Their Control Over the Manufacturing Process and May Cause Variations in Quality or Delays in Their Ability To Fill Orders.**

The Debtors source all of their metal flatware and crystal stemware and much of their dinnerware from third party suppliers located in Asia, Europe, and Mexico. The Debtors depend on these suppliers to deliver products that are free from defects, comply with their specifications, meet health, safety and delivery requirements, and are competitive in cost. If the Debtors' suppliers deliver products that are defective or that otherwise do not meet their specifications, their return rates may increase, and the reputation of their products and brands may suffer. In addition, if the Debtors' suppliers do not meet their delivery requirements or cease doing business with the Debtors for any reason, including on account of the commencement of the Chapter 11 Cases, the Debtors might miss their customers' delivery deadlines, which could in turn cause their customers to cancel or reduce orders, refuse to accept deliveries, or demand reduced prices. The overseas sourcing of product subjects the Debtors to the numerous risks of doing business abroad, including but not limited to, rapid changes in economic or political conditions, civil unrest, political instability, war, terrorist attacks, international health epidemics, work stoppages or labor disputes, currency fluctuations, increasing export duties, trade sanctions and tariffs, and variations in product quality. The Debtors may also experience temporary shortages due to disruptions in supply caused by weather or transportation delays. Even if acceptable alternative suppliers are found, the process of locating and securing such alternatives is likely to disrupt the Debtors' business, and the Debtors may not be able to secure alternative suppliers on acceptable terms that provide the same quality product or comply with all applicable laws. Any of these events would cause the Debtors' business, results of operations, and financial condition to suffer.

(i) **If the Debtors or Their Suppliers Are Unable to Obtain Raw Materials at Favorable Prices, It Could Adversely Impact Their Results of Operations and Financial Condition.**

Sand, limestone, and soda ash are the principal materials the Debtors use in the manufacture of their glassware and crystal products. Resins, clay, flint, aluminum oxide, glass frit, and colorants are the principal materials the Debtors use in the manufacture of its dinnerware products. Stainless steel, nickel, brass, silver, and gold are the principal materials the Debtors' suppliers use in the manufacture of the Debtors' flatware and hollowware products. All of these raw materials are purchased in highly competitive, price-sensitive markets, which have historically exhibited price, demand, and supply cyclicality. From time to time, some of these raw materials have been in short supply due to weather or other factors, including disruptions in supply caused by raw material transportation or production delays. The Debtors may experience shortages of raw materials in the future. If the Debtors experience temporary shortages in raw materials, the Debtors or their suppliers may be forced to procure materials from alternative suppliers, and they may not be able to do so on terms as favorable as their current terms or at all. If the Debtors or their suppliers are unable to purchase certain raw materials required for operations for a significant period of time, the Debtors or their suppliers' operations would be disrupted, and the Debtors' results of operations would be adversely affected. In addition, material increases in the cost of any of these raw materials on an industry-wide basis would have an adverse effect on the Debtors' results of operations if the Debtors were unable to pass on these increased costs to their customers in a timely manner or at all.

(j) **The Debtors Are Subject to Purported Securities Class Action Lawsuits That Could Adversely Affect Their Business.**

On October 7, 2014, the Debtors were named as a defendant in a series of purported class action lawsuits in complaints filed in the United States District Court for the Southern District of Ohio. The complaints allege that the Debtors and certain of their current and former executive officers violated Section 10(b) and Section 20(a) of the Securities Exchange Act of 1934 by issuing allegedly false or misleading statements concerning the Debtors. The plaintiffs seek unspecified compensatory damages.

The Debtors intend to vigorously defend these claims. Nonetheless, the lawsuits discussed above may result in costly and protracted litigation, which may require significant commitment of the Debtors' financial and management resources and time. The ultimate outcome of any litigation is uncertain and could result in substantial damages. Either favorable or unfavorable outcomes could have a material negative impact on the Debtors' financial condition or results of operations, due to defense costs, diversion of management resources and other factors. In

addition, the Debtors may in the future be the target of securities class action lawsuits similar to those described above.

6.6 Certain Tax Implications of the Chapter 11 Cases

Holders of Allowed Claims and Interests should carefully review ARTICLE IX herein, "Certain U.S. Federal Income Tax Consequences," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors and holders of Claims and Interests.

6.7 Disclosure Statement Disclaimer

(a) Information Contained Herein Is for Soliciting Votes

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

(b) 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, as amended. 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," "expect," "anticipate," "estimate," or "continue," the negative thereof, or other variations thereon or comparable terminology.

The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- any future effects as a result of the filing or pendency of the Chapter 11 Cases;
- financing plans;
- competitive position;
- business strategy;
- budgets;
- projected cost reductions;
- projected dividends;
- projected price increases;
- effect of changes in accounting due to recently issued accounting standards;
- projected and estimated liability costs, including tort, and environmental costs and costs of environmental remediation;
- growth opportunities for existing products and services;
- results of litigation;
- disruption of operations;
- contractual obligations;
- projected general market conditions;
- plans and objectives of management for future operations;
- off-balance sheet arrangements; and
- the Debtors' expected future financial position, liquidity, results of operations, profitability, and cash flows.

Statements concerning these and other matters are not guarantees of the Debtors' future performance. The reader is cautioned that all forward-looking statements are necessarily speculative. The Valuation Analysis, the Liquidation Analysis, the recovery projections, and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to holders of Allowed Claims and Interests may be

affected by many factors that cannot be predicted. Forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made. There are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project, and the Debtors undertake no obligation to update any such statement.

(c) **No Legal, Business, or Tax Advice Is Provided to You by This Disclosure Statement**

THIS DISCLOSURE STATEMENT IS NOT LEGAL, BUSINESS, OR TAX 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 Interest should consult his or her own legal counsel and accountant 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.

(d) **No Admissions Made**

The information and statements contained in this Disclosure Statement will neither (1) constitute an admission of any fact or liability by any entity (including the Debtors) nor (2) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, holders of Allowed Claims or Interests, or any other parties-in-interest.

(e) **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. All Parties, including the Debtors, reserve the right to continue to investigate Claims and Interests and file and prosecute objections to Claims and Interests.

(f) **No Waiver of Right To Object or Right To Recover Transfers and Assets**

The vote by a holder of an Allowed Claim or Interest for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors to object to that holder's Allowed Claim or Interest, or to bring Causes of Action 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 herein.

(g) **Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors**

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained herein.

(h) **The Potential Exists for Inaccuracies and the Debtors Have No Duty To Update**

The Debtors make the statements contained in this Disclosure Statement as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since such date. Although 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 by the Bankruptcy Court.

(i) **No Representations Outside of the 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. In deciding whether to vote to accept or reject the Plan, you should not rely upon 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, unless otherwise indicated herein. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

ARTICLE VII

CONFIRMATION PROCEDURES

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 with their own advisors.

7.1 The Confirmation Hearing

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. On the Petition Date, the Debtors will file a motion requesting that the Bankruptcy Court set a date and time approximately 30 days after the Petition Date for the Confirmation Hearing. In this case, the Debtors will also request that the Bankruptcy Court approve this Disclosure Statement at the Confirmation Hearing. The Confirmation Hearing, once set, 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 those parties who have requested notice under Bankruptcy Rule 2002 and the Entities who have filed an objection to the Plan, if any, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. Subject to section 1127 of the Bankruptcy Code and the Support Agreement, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation. The Debtors, in the same motion requesting a date for the Confirmation Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to file Plan objections. 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 applicable order of the Bankruptcy Court so that they are received on or before the deadline to file such objections as set forth therein.

7.2 Confirmation Standards

Among the requirements for Confirmation are that the Plan is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class, is feasible, and is in the "best interests" of holders of Claims and Interests that are Impaired under the Plan. The following requirements must be satisfied pursuant to section 1129(a) of the Bankruptcy Code before the Bankruptcy Court may confirm a plan of reorganization. The Plan fully complies with the statutory requirements for Confirmation listed below.

- The proponents of the Plan have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or to be made by the Debtors (or any other proponent of the Plan) or by a Person issuing Securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, in connection with the Plan and incident to the Chapter 11 Cases is subject to the approval of the Bankruptcy Court as reasonable.
- The Debtors (or any other proponent of the Plan) have disclosed the identity and affiliations of any individual proposed to serve, after Confirmation, as a director, or officer, the Reorganized Debtors, any Affiliate of the Debtors reorganized under the Plan, or any successor to the Debtors under the Plan, and the appointment to, or continuance in, such

office of such individual is consistent with the interests of Creditors and holders of Interests and with public policies.

- The proponent of the Plan has disclosed the identity of any Insider that will be employed or retained the Reorganized Debtors and the nature of any compensation for such Insider.

- With respect to each holder within an Impaired Class of Claims or Interests, each such holder (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

- With respect to each Class of Claims or Interests, such Class (a) has accepted the Plan or (b) is Unimpaired under the Plan (subject to the "cram-down" provisions discussed below).

- The Plan provides for treatment of Claims, as applicable, in accordance with the provisions of section 507(a) of the Bankruptcy Code.

- If a Class of Claims or Interests is Impaired under the Plan, at least one Class of Claims or Interests that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any Insider.

- Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors, or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan.

- All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for the payment of all such fees on the Effective Date.

7.3 Best Interests Test / Liquidation Analysis

As described above, section 1129(a)(7) of the Bankruptcy Code requires that each holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Based on the Liquidation Analysis, the Debtors believe that the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be no greater than the value of distributions under the Plan. As a result, the Debtors believe holders of Claims and Interests in all Impaired Classes will recover at least as much as a result of Confirmation of the Plan as they would recover through a hypothetical chapter 7 liquidation.

7.4 Feasibility

The Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan of reorganization is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared projections, which, together with the assumptions on which they are based, are attached hereto as **Exhibit B**. Based on such projections, the Debtors believe that they will be able to make all payments required under the Plan. Therefore, Confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

7.5 Confirmation Without Acceptance by All Impaired Classes

The Bankruptcy Court may confirm a plan of reorganization over the rejection or deemed rejection of the plan of reorganization by a class of claims or interests if the plan of reorganization "does not discriminate unfairly" and is "fair and equitable" with respect to such class.

(a) **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." The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation.

(b) **Fair and Equitable Test**

This test applies to Classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no Class of Claims or Interests receive more than 100% of the amount of the allowed Claims or Interests in such Class. As to the dissenting Class, the test sets different standards depending on the type of Claims or Interests of the Debtor in such Class. In order to demonstrate that a plan is fair and equitable, the plan proponent must demonstrate:

- Secured Creditors: Each holder of a secured claim: (1) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the chapter 11 plan, of at least the allowed amount of such claim; (2) has the right to credit bid the amount of its claim if its property is sold and retains its liens on the proceeds of the sale (or if sold, on the proceeds thereof); or (3) receives the "indubitable equivalent" of its allowed secured claim.

- Unsecured Creditors: Either (1) each holder of an impaired unsecured claim receives or retains under the chapter 11 plan property of a value equal to the amount of its allowed claim or (2) the holders of claims and interests that are junior to the claims of the non-accepting class will not receive any property under the chapter 11 plan.

- Equity Interests: Either (1) each holder of an impaired interest will receive or retain under the chapter 11 plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled, or the value of the interest or (2) the holders of interests that are junior to the non-accepting class will not receive or retain any property under the chapter 11 plan.

The Debtors believe the Plan satisfies the "fair and equitable" requirement notwithstanding that Class 12 (Section 510(b) Claims) is deemed to reject the Plan, because, as to such Class, there is no Class of equal priority receiving more favorable treatment and no Class that is junior to such Class will receive or retain any property on account of the Claims in such Class.

7.6 Alternatives to Confirmation and Consummation of the Plan

If the Plan cannot be confirmed, the Debtors may seek to (1) prepare and present to the Bankruptcy Court an alternative chapter 11 plan for confirmation, (2) effect a merger or sale transaction, including, potentially, a sale of all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, or (3) liquidate the Debtors under chapter 7 of the Bankruptcy Code. If the Debtors were to pursue a liquidation, the Chapter 11 Cases would be converted to cases under chapter 7 of the Bankruptcy Code and 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. A discussion of the effects that a chapter 7 liquidation would have on Creditors' recoveries and the Debtors is described in the unaudited Liquidation Analysis, attached hereto as Exhibit C.

ARTICLE VIII

IMPORTANT SECURITIES LAW DISCLOSURE

8.1 Plan Securities

The Plan provides for the Reorganized Debtors to distribute New Common Stock to certain holders of Allowed Claims in Class 5 and holders of EveryWare Preferred Stock and EveryWare Common Stock (the "Plan Securities").

The Debtors believe that the Plan Securities constitute "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and all applicable state Blue Sky Laws.

8.2 Issuance and Resale of Plan Securities Under the Plan

(a) Exemptions from Registration Requirements of the Securities Act and State Blue Sky Laws

The Debtors are relying on exemptions from the registration requirements of the Securities Act, including, without limitation, section 4(a)(2) thereof, to exempt the offer of the Plan Securities that may be deemed to be made pursuant to the solicitation of votes on the Plan. Section 4(a)(2) of the Securities Act exempts transactions not involving a public offering, and section 506 of Regulation D of the Securities Act ("Reg D") provides a safe harbor under section 4(a)(2) for transactions that meet certain requirements, including that the investors participating therein qualify as "accredited investors" as defined in section 501 of Reg. D (17 C.F.R. § 230.501). The Debtors believe that the holders of Term Loan Facility Claims receiving Plan Securities are "accredited investors," and the ballots include a certification that the voting holder of such Claims is an "accredited investor." In reliance upon these exemptions, the offer, issuance and distribution of the New Common Stock will not be registered under the Securities Act or any applicable state Blue Sky Laws.

Section 1145 of the Bankruptcy Code provides that the registration requirements of section 5 of the Securities Act (and any applicable state Blue Sky Laws) shall not apply to the offer or sale of stock, options, warrants, or other securities by a debtor if: (x) the offer or sale occurs under a plan of reorganization; (y) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor; and (z) the securities are issued in exchange for a claim against or interest in a debtor or are issued principally in such exchange and partly for cash and property. In reliance upon these exemptions, the offer, issuance and distribution of the New Common Stock will not be registered under the Securities Act or any applicable state Blue Sky Laws.

The issuance of the New Common Stock is covered by section 1145 of the Bankruptcy Code. Accordingly, the New Common Stock may be resold without registration under the Securities Act or other federal securities laws, unless the holder is an "underwriter" (as discussed below) with respect to such securities, as that term is defined in 1145 of the Bankruptcy Code. In addition, New Common Stock governed by section 1145 of the Bankruptcy Code generally may be able to be resold without registration under applicable state Blue Sky Laws pursuant to various exemptions provided by the respective Blue Sky Laws of those states; however, the availability of such exemptions cannot be known unless individual state Blue Sky Laws are examined. Recipients of the New Common Stock are advised to consult with their own legal advisors as to the availability and applicability of section 1145 of the Bankruptcy Code to the Plan Securities and any other potential exemption from registration under the Securities Act or applicable state Blue Sky Laws in any given instance and as to any applicable requirements or conditions to such availability.

(b) Resales of New Common Stock; Definition of Underwriter

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions of an entity that is not an issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the

holders of such securities, if such offer to buy is (1) with a view to distribution of such securities and (2) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

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

Under certain circumstances, holders of New Common Stock who are deemed to be "underwriters" may be entitled to resell their New Common Stock pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such person after a specified holding period if current information regarding the issuer is publicly available and certain other conditions are met, and, if such seller is an affiliate of the issuer, if volume limitations and manner of sale requirements are met. Whether any particular Person would be deemed to be an "underwriter" (including whether such Person is a "controlling Person") with respect to the New Common Stock would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the New Common Stock and, in turn, whether any Person may freely resell New Common Stock. The Debtors recommend that potential recipients of New Common Stock consult their own counsel concerning their ability to freely trade such securities without registration under the federal and applicable state Blue Sky Laws.]

ARTICLE IX

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

9.1 Introduction

The following is a general discussion of the material U.S. federal income tax consequences of the Plan to the Debtors and to certain holders of Claims or Interests. The following summary does not address the U.S. federal income tax consequences to holders of Claims or Interests not entitled to vote to accept or reject the Plan. This summary is based on title 26 of the United States Code (the "IRC"), the U.S. Treasury Regulations promulgated thereunder, judicial authorities, published administrative positions of the U.S. Internal Revenue Service (the "IRS") and other applicable authorities, all as in effect on the date of this Disclosure Statement, and all of which are subject to change or differing interpretations, possibly with retroactive effect. 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 IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein. This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to certain holders in light of their individual circumstances. This discussion does not apply to Holders of Claims or Interests that are not U.S. persons and does not address tax issues with respect to holders subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies, foreign taxpayers, persons who are related to the Debtors

within the meaning of the IRC, persons using a mark-to-market method of accounting, holders of Claims or Interests who are themselves in bankruptcy, persons who received their Claims or Interests pursuant to the exercise of an employee stock option or otherwise as compensation, regulated investment companies, and those holding or who will hold Claims, Interests or New Common Stock that are part of a hedge, straddle, conversion or other integrated transaction). In the case of a holder that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partner and the partnership. If you are a partner in a partnership, then you should consult your own tax advisor. No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. Furthermore, this summary assumes that a holder of Claims or Interests holds only Claims or Interests in a single Class and holds a Claim as a "capital asset" (within the meaning of section 1221 of the IRC). This summary also assumes, except as provided below, that the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form. Further, this discussion assumes that the Transaction will be completed in accordance with the Support Agreement and as further described in this document.

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

9.2 Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors

(a) Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (x) the amount of cash paid, (y) the issue price of any new indebtedness of the taxpayer issued and (z) the fair market value of any new consideration.

A debtor will not, however, be required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. In general, tax attributes will be reduced in the following order: (a) net operating losses ("NOLs"); (b) most tax credits; (c) capital loss carryovers; (d) tax basis in assets (but not below the amount of liabilities to which the debtor remains subject); (e) passive activity loss and credit carryovers; and (f) foreign tax credits. A debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC. In the context of a consolidated group of corporations, the tax rules provide for a complex ordering mechanism in determining how the tax attributes of one member can be reduced by the COD Income of another member.

Because the Plan provides that holders of certain Claims will receive New Common Stock, the amount of COD Income, and accordingly the amount of tax attributes required to be reduced (if any), will depend in part on the fair market value of the New Common Stock. These values cannot be known with certainty until after the Effective Date. The Debtors expect that, subject to the limitations discussed herein, they will be required to make material reductions in their tax attributes.

(b) Limitation of NOL Carryforwards and Other Tax Attributes

The Debtors have approximately $129.6 million of NOLs as of December 31, 2014. The Debtors believe that, as a consequence of the COD Income, their NOLs may be eliminated and that tax basis in their assets may be reduced. The amount of such tax attributes that will be available to the Reorganized Debtors following such reduction is based on a number of factors and is impossible to calculate at this time. Some of the factors that will impact the amount of available tax attributes include: (a) the amount of taxable income incurred by the Debtors in 2014 and 2015; (b) the fair market value of the New Common Stock; and (c) the amount of COD Income incurred by the Debtors in connection with Consummation of the Plan. Following Consummation of the Plan, the Debtors

anticipate that any remaining NOLs and other tax attributes may be subject to limitation under section 382 of the IRC by reason of the transactions pursuant to the Plan.

Under section 382 of the IRC, if a corporation undergoes an "ownership change," the amount of its NOLs (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally is subject to an annual limitation. As discussed in greater detail herein, the Debtors anticipate that the issuance of the New Common Stock (and the Holdco Notes, to the extent treated as equity for U.S. federal income tax purposes) pursuant to the Plan will result in an "ownership change" of the Reorganized Debtors for these purposes, and that the Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of Section 382 of the IRC applies. This limitation is independent of, and in addition to, the reduction of tax attributes described in the preceding section resulting from the exclusion of COD Income.

(1) **General Section 382 Annual Limitation**

This discussion refers to the limitation determined under section 382 of the IRC in the case of an "ownership change" as the "Section 382 Limitation." In general, a corporation's annual Section 382 Limitation on the use of its Pre-Change Losses in any "post-change year" is equal to the product of (a) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments) multiplied by (b) the "long-term tax-exempt rate" (which is the highest of the adjusted Federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the "ownership change" occurs, currently 2.47%). The Section 382 Limitation may be increased to the extent that the Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation which experiences an ownership change as the result of a bankruptcy proceeding.

The Reorganized Debtors' use of their Pre-Change Losses after the Effective Date may be adversely affected if an "ownership change" within the meaning of section 382 of the IRC were to occur after the Effective Date. With respect to any ownership change after the Effective Date, NOLs and other tax attributes attributable to the period prior to the Effective Date are treated as Pre-Change Losses for the latter ownership change as well, with the result that such NOLs would be subject to the smaller of the earlier annual limitation and any later annual limitations.

(2) **Special Bankruptcy Exceptions**

An exception to the foregoing annual limitation rules generally applies when a debtor company's existing shareholders and/or so-called "qualified creditors" of a debtor company in chapter 11 receive, in respect of their claims or interests, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). Under the 382(l)(5) Exception, a debtor's Pre-Change Losses are not limited on an annual basis but, instead, the debtor's NOLs are required to be reduced by the amount of any interest deductions attributable to "qualified creditors" claimed during any taxable year ending during the three-year period preceding the taxable year that includes the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and the debtor undergoes another ownership change within two years after consummation, then the debtor's Pre-Change Losses effectively would be eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the "382(l)(6) Exception"). When the 382(l)(6) Exception applies, a debtor corporation that undergoes an ownership change generally is permitted to determine the fair market value of its stock after taking into account the increase in value resulting from any surrender or cancellation of creditors' claims in the bankruptcy. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an ownership change to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that the debtor corporation is not required to reduce its NOLs by interest deductions in the

manner described above, and the debtor may undergo a change of ownership within two years without triggering the elimination of its Pre-Change Losses.

It is possible that the Debtors will not qualify for the 382(l)(5) Exception. Alternatively, the Reorganized Debtors may elect out of the 382(l)(5) Exception. In either case, the Debtors expect that their use of the Pre-Change Losses, if any, after the Effective Date will be subject to limitation based on the rules discussed above, but taking into account the 382(l)(6) Exception. Regardless of whether the Reorganized Debtors take advantage of the 382(l)(6) Exception or the 382(l)(5) Exception, the Reorganized Debtors' use of their Pre-Change Losses, if any, after the Effective Date may be adversely affected if an "ownership change" within the meaning of Section 382 of the IRC were to occur after the Effective Date.

(3) **Alternative Minimum Tax**

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20% rate to the extent such tax exceeds the corporation's regular federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, except for alternative tax NOLs generated in or deducted as carryforwards in taxable years ending in certain years, which can offset 100% of a corporation's AMTI, only 90% of a corporation's AMTI may be offset by available alternative tax NOL carryforwards. Additionally, under Section 56(g)(4)(G) of the IRC, an ownership change (as discussed above) that occurs with respect to a corporation having a net unrealized built-in loss in its assets will cause, for AMT purposes, the adjusted basis of each asset of the corporation immediately after the ownership change to be equal to its proportionate share (determined on the basis of respective fair market values) of the fair market value of the assets of the corporation, as determined under Section 382(h) of the IRC, immediately before the ownership change.

9.3 Certain U.S. Federal Income Tax Consequences of the Plan to Holders of Allowed Claims and Interests

(a) **Consequences to Holders of Class 5 Claims**

Pursuant to the Plan, each Holder of an Allowed Class 5 Claim shall receive its Pro Rata share of 96.0% of the New Common Stock.

Whether a Holder of an Allowed Class 5 Claim recognizes gain or loss depends, in part, on whether the exchange is treated as a contribution of New Common Stock from EveryWare Global to Anchor Hocking LLC and Oneida Ltd followed by the payment of such New Common Stock in settlement of the Allowed Class 5 Claims, or if instead it is treated as the tax-free contribution of Allowed Class 5 Claims to Every Ware Global in exchange for New Common Stock followed by the contribution of such Allowed Class 5 Claims to Anchor Hocking LLC and Oneida Ltd in cancellation of such Claims. The Debtors expect to treat the exchange as a contribution of New Common Stock from EveryWare Global to Anchor Hocking LLC and Oneida Ltd followed by the payment of such New Common Stock in settlement of the Allowed Class 5 Claims, in which case the exchange should be treated as a taxable exchange. There can be no guarantee that the IRS will agree with this characterization in which case the exchange may treated as tax-free in whole or in part.

If the exchange is respected as a contribution of New Common Stock from EveryWare Global to Anchor Hocking LLC and Oneida Ltd followed by the payment of such New Common Stock in settlement of the Allowed Class 5 Claims, a Holder of such a claim would be treated as exchanging its Allowed Class 5 Claim for the Pro Rata share of the New Common Stock in a fully taxable exchange. A Holder of an allowed Class 5 Claim who is subject to this treatment would recognize gain or loss equal to the difference between (1) the fair market value of the New Common Stock, and (2) the Holder's adjusted tax basis in the obligation constituting the surrendered Allowed Class 5 Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. See the discussions of accrued interest and market discount below. A Holder's tax basis in the New Common Stock would equal its fair market value. A

Holder's holding period for the Pro Rata share of the New Common Stock received on the Effective Date would begin on the day following the Effective Date.

The tax consequences of the Plan and to the Holders of Allowed Class 5 Claims are uncertain. Holders of Allowed Class 5 Claims should consult their tax advisors regarding whether the exchange of their Claims for New Common Stock will be respected as taxable.

(b) **Consequences to Holders of Class 9 and Class 10 Interests**

Pursuant to the Plan, to the extent MCP Funds does not object to, delay, interfere with or otherwise impede, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Facility, each holder of EveryWare Preferred Stock shall receive its Pro Rata share of 2.5% of the New Common Stock. To the extent no Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, each holder of EveryWare Common Stock shall receive its Pro Rata share of 1.5% of the New Common Stock. The cancellation of a holder's Equity Interest and subsequent distribution of New Common Stock should be treated as a recapitalization, and therefore a reorganization, under the IRC. In such case, a holder would not recognize gain or loss with respect to the exchange. Such holder's tax basis in its New Common Stock would be equal to its tax basis in the EveryWare Preferred Stock and EveryWare Common Stock, and a holder's holding period for its New Common Stock would include the holding period for EveryWare Preferred Stock or EveryWare Common Stock.

(c) **Accrued Interest**

To the extent that any amount received by a Holder of a surrendered Allowed Claim under the Plan is attributable to accrued but unpaid interest and such amount has not previously been included in the Holder's gross income for U.S. federal income tax purposes, such amount would be taxable to the Holder as ordinary interest income. Conversely, a Holder of a surrendered Allowed Claim may be able to recognize a deductible loss to the extent that any accrued interest on the debt instruments constituting such Claim was previously so included in the Holder's gross income but was not paid in full by the Debtors.

The extent to which the consideration received by a Holder of a surrendered Allowed Claim will be attributable to accrued interest on the debt underlying the surrendered Allowed Claim is unclear. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. Pursuant to the Plan, distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. 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. However, the provisions of the Plan are not binding on either the IRS or a court with respect to the appropriate tax treatment for creditors.

(d) **Market Discount**

Under the "market discount" provisions of sections 1276 through 1278 of the IRC, some or all of any gain realized by a Holder exchanging the debt instruments constituting its Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt constituting the surrendered allowed 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 (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or, (ii) in the case of a debt instrument issued with "original issue discount," its adjusted issue price, by at least a *de minimis* amount (equal to 0.25% 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 (determined as described above) of debts that it acquired with market discount would be treated as ordinary income to the extent of the market discount that accrued thereon while such debts were considered to be held by the Holder (unless the Holder elected to include

market discount in income as it accrued). To the extent that the surrendered debts that had been acquired with market discount are exchanged in a tax-free or other reorganization transaction for other property (as may occur here if the exchange is treated as a recapitalization), any market discount that accrued on such debts but was not recognized by the Holder may be required to be carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property may be treated as ordinary income to the extent of the accrued but unrecognized market discount with respect to the exchanged debt instrument.

(e) **Dividends**

Any distributions made on the New Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the Reorganized Debtors' current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent that a Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed the Reorganized Debtors' current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the Holder's basis in its shares of New Common Stock. Any such distributions in excess of the Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain. Subject to applicable limitations, dividends paid to Holders that are corporations on the New Common Stock will qualify for the dividends-received deduction so long as the Reorganized Debtors have sufficient earnings and profits. Subject to certain exceptions, dividends received by non-corporate Holders on the New Common Stock will be taxed at a maximum rate of 20%, provided that certain holding period requirements and other requirements are met.

Although the calculation of the Reorganized Debtors' current or accumulated earnings and profits under U.S. federal income tax principles is complex and highly factual, it is possible that they will have current or accumulated earnings and profits after the Effective Date.

(f) **Medicare Tax**

Certain Holders that are individual, estates, or trusts are required to pay an additional 3.8% tax on, among other things, dividends, interest, and gains from the sale or other disposition of capital assets for taxable years beginning after December 31, 2012. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their own situation.

9.4 Withholding and Reporting

The Debtors will withhold all amounts required by law to be withheld from payments of interest or dividends. The Debtors will comply with all applicable reporting requirements of the IRC. In general, information reporting requirements may apply to distributions or payments made to a holder of an Allowed Claim. Additionally, backup withholding, currently at a rate of 28%, will generally apply to such payments if a holder fails to provide an accurate taxpayer identification number or otherwise fails to comply with the applicable requirements of the backup withholding rules. Any amounts withheld under the backup withholding rules will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle such holder to a refund from the IRS, provided that the required information is provided to the IRS.

In addition, from an information reporting perspective, U.S. Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the holders' tax returns.

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

INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR NON-U.S. TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

ARTICLE X

CONCLUSION AND RECOMMENDATION

The Plan effects the Transaction required for the Debtors to continue to operate and provide goods and services. The Debtors urge all holders of Claims entitled to vote to accept the Plan and to evidence such acceptance by returning their ballots so they will be received by the Solicitation Agent no later than 4:00 p.m. prevailing Eastern Time on April 17, 2015.

[*Remainder of Page Intentionally Left Blank*]

Dated: April 3, 2015

Respectfully submitted,

EveryWare Global, Inc.
on behalf of itself and all other Debtors

By: */s/ Joel Mostrom*
Name: Joel Mostrom
Title: Interim Chief Financial Officer

Prepared by:

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Proposed Counsel for the
Debtors and Debtors in Possession

EXHIBIT A TO THE DISCLOSURE STATEMENT

DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EVERYWARE GLOBAL, INC., *et al.*,[1]	)	Case No. 15-10743 (___)
Debtors.	)	(Joint Administration Requested)

DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN

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

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Proposed Counsel for the
Debtors and Debtors in Possession

Dated: April 3, 2015

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Anchor Hocking, LLC (6923); Buffalo China, Inc. (9731); Delco International, Ltd. (7553); EveryWare, LLC (2699); EveryWare Global, Inc. (4553); Kenwood Silver Company, Inc. (2286); Oneida Food Service, Inc. (7321); Oneida International Inc. (4774); Oneida Ltd. (5700); Oneida Silversmiths Inc. (6454); Sakura, Inc. (9359); THC Systems, Inc. (9103); Universal Tabletop, Inc. (4265). The location of the Debtors' service address is: 519 North Pierce Avenue, Lancaster, Ohio 43130.

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INTRODUCTION

EveryWare Global, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases jointly propose this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. The Debtors seek to consummate the Transaction on the Effective Date of the Plan. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in ARTICLE III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections, risk factors, a summary and analysis of this Plan, the Transaction, and certain related matters.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

1.1 Defined Terms

1. "*ABL Exit Conversion*" means the Debtors' right to elect, with the consent of the Majority Consenting Lenders and the DIP ABL Facility Consenting Lenders, to convert the DIP ABL Facility into the ABL Exit Facility on the terms and conditions set forth in a document contained in the Plan Supplement, which terms and conditions shall be satisfactory to the Debtors, the Majority Consenting Lenders, and the DIP ABL Facility Consenting Lenders, in each such party's sole discretion.

2. "*ABL Exit Facility*" means the revolving credit facility under the ABL Exit Facility Loan Agreement.

3. "*ABL Exit Facility Agent*" means the administrative agent for the ABL Exit Facility.

4. "*ABL Exit Facility Documents*" means, collectively, the ABL Exit Facility Loan Agreement, each other Loan Document (as defined in the ABL Exit Facility Loan Agreement), and all other agreements, documents, and instruments to be delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents), each of which shall be satisfactory in form and substance to the Debtors, the Majority Consenting Lenders, and the DIP ABL Facility Consenting Lenders, in each such party's sole discretion.

5. "*ABL Exit Facility Lender*" means each Lender (as defined in the ABL Exit Facility Loan Agreement) that is a party to the ABL Exit Facility Loan Agreement.

6. "*ABL Exit Facility Loan Agreement*" means that certain credit agreement in respect of the ABL Exit Facility to be effective on the Effective Date if the Debtors exercise the ABL Exit Conversion, which agreement shall be satisfactory in form and substance to the Debtors, the Majority Consenting Lenders, and the DIP ABL Facility Consenting Lenders, in each such party's sole discretion.

7. "*ABL Exit Facility Loans*" means the loans under the ABL Exit Facility.

8. "*ABL Facility*" means the revolving credit facility under the ABL Loan Agreement.

9. "*ABL Facility Agent*" means Wells Fargo Bank, National Association, in its capacity as administrative agent pursuant to the terms of the ABL Facility Documents, and any successor or replacement administrative agent appointed pursuant to the terms of the ABL Loan Agreement.

10. "*ABL Facility Claim*" means any Claim arising under, derived from, or based upon the ABL Facility Documents that is not rolled-up into the DIP ABL Facility.

11. "*ABL Facility Documents*" means, collectively, the ABL Loan Agreement, each other Loan Document (as defined in the ABL Loan Agreement), and all other agreements, documents, and instruments delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents).

12. "*ABL Facility Lenders*" means each Lender (as defined in the ABL Loan Agreement) that is a party to the ABL Loan Agreement.

13. "*ABL Loan Agreement*" means the Second Amended and Restated Loan and Security Agreement, dated May 21, 2013 (as amended, restated, modified, or supplemented from time to time prior to the Petition Date), by and among Anchor Hocking LLC and Oneida Ltd., as borrowers, Universal Tabletop, Inc. and each Subsidiary (as defined therein) of Universal Tabletop, Inc. party thereto as guarantors, the various Lenders (as defined therein) from time to time party thereto and Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent.

14. "*Accredited Investor*" has the meaning set forth in Rule 501 of Regulation D promulgated under the Securities Act.

15. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

16. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

17. "*Allowed*" means, as to a Claim or an Interest, a Claim or an Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable.

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

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

20. "*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

21. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

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

23. "*Cash*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

24. "*Causes of Action*" means any and all claims, actions, causes of action, choses in action, suits, debts, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including all claims and any avoidance, recovery, subordination, or other actions against insiders and/or any other Entities under the Bankruptcy Code) of any of the Debtors and/or the Debtors' estates, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, that are or may be pending on the Effective Date or commenced by the Reorganized Debtors after the Effective Date against any Entity, based in law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order.

25. "*Certificate*" means any instrument evidencing a Claim or an Interest.

26. "*Chapter 11 Cases*" means the procedurally consolidated Chapter 11 Cases pending for the Debtors in the Bankruptcy Court.

27. "*Claim*" has the meaning set forth in section 101(5) of the Bankruptcy Code.

28. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Solicitation Agent.

29. "*Class*" means a category of holders of Claims or Interests under section 1122(a) of the Bankruptcy Code.

30. "*Clinton Funds*" means Clinton Magnolia Master Fund, Ltd., Clinton Spotlight Master Fund, L.P., and their respective affiliates.

31. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. "*Confirmation Date*" means the date on 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.

33. "*Confirmation Hearing*" means the hearing(s) before the Bankruptcy Court under section 1128 of the Bankruptcy Code at which the Debtors seek entry of the Confirmation Order.

34. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code and approving the Disclosure Statement, which order shall be in form and substance satisfactory to the Consenting Term Lenders and the Debtors.

35. "*Consenting Equity Holders*" means, collectively, the Clinton Funds and the MCP Funds.

36. "*Consenting Term Lenders*" means each Term Loan Lender that is party to the Support Agreement.

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

38. "*Creditor*" has the meaning set forth in section 101(10) of the Bankruptcy Code.

39. "*Cure*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

40. "*Debtors*" means, collectively, each of the following: Anchor Hocking, LLC; Buffalo China, Inc.; Delco International, Ltd.; EveryWare, LLC; EveryWare Global, Inc.; Kenwood Silver Company, Inc.; Oneida Food

Service, Inc.; Oneida International Inc.; Oneida Ltd.; Oneida Silversmiths Inc.; Sakura, Inc.; THC Systems, Inc.; and Universal Tabletop, Inc.

41. "*DIP ABL Facility*" means that certain $60.0 million debtor-in-possession revolving credit facility under the DIP ABL Facility Loan Agreement.

42. "*DIP ABL Facility Agent*" means that certain administrative agent under the DIP ABL Facility.

43. "*DIP ABL Facility Claims*" means any Claim held by the DIP ABL Facility Lenders or the DIP ABL Facility Agent arising under or related to the DIP ABL Facility Loan Agreement or the DIP ABL Facility Order.

44. "*DIP ABL Facility Consenting Lenders*" means DIP ABL Facility Lenders who hold, in the aggregate, at least 50.1% of the principal amount of the total outstanding borrowings under the DIP ABL Facility held by all DIP ABL Facility Lenders as of such date.

45. "*DIP ABL Facility Lenders*" means those certain lenders party to the DIP ABL Facility Loan Agreement.

46. "*DIP ABL Facility Loan Agreement*" means that certain debtor-in-possession credit agreement by and among the Debtors, the DIP ABL Facility Agent, and the DIP ABL Facility Lenders as approved by the DIP ABL Facility Order, which shall be satisfactory to the Debtors, the DIP ABL Facility Agent, the DIP ABL Facility Lenders, and the Majority Consenting Lenders, in each such parties' sole discretion.

47. "*DIP ABL Facility Order*" means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP ABL Facility Loan Agreement and access the DIP ABL Facility.

48. "*DIP Facility Claims*" means, collectively, DIP ABL Facility Claims and DIP Term Facility Claims.

49. "*DIP Term Facility*" means that certain $40.0 million debtor-in-possession credit facility provided under the DIP Term Facility Credit Agreement.

50. "*DIP Term Facility Agent*" means that certain administrative agent under the DIP Term Facility.

51. "*DIP Term Facility Claims*" means any Claim held by the DIP Term Facility Lenders or the DIP Term Facility Agent arising under or related to the DIP Term Facility Credit Agreement or the DIP Term Facility Order.

52. "*DIP Term Facility Consenting Lenders*" means DIP Term Facility Lenders who hold, in the aggregate, at least 50.1% of the principal amount of the total outstanding loans under the DIP Term Facility held by all DIP Term Facility Lenders as of such date.

53. "*DIP Term Facility Credit Agreement*" means that certain debtor-in-possession credit agreement by and among the Debtors, the DIP Term Facility Agent, and the DIP Term Facility Lenders as approved by the DIP Term Facility Order.

54. "*DIP Term Facility Lenders*" means those certain lenders party to the DIP Term Facility Credit Agreement.

55. "*DIP Term Facility Order*" means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Term Facility Credit Agreement and access the DIP Term Facility.

56. "*DIP Term Facility Term Sheet*" means the DIP Term Sheet as defined in the Support Agreement.

57. "*Disclosure Statement*" means the disclosure statement for the Plan, as may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, to be approved by the Confirmation Order.

58. "*Disputed*" means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

59. "*Distribution Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

60. "*Distribution Date*" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, upon which the Distribution Agent shall make distributions to holders of Allowed Claims, EveryWare Preferred Stock, and EveryWare Common Stock entitled to receive distributions under the Plan.

61. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 have been satisfied or waived in accordance with Section 9.2.

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

63. "*Equity Security*" has the meaning set forth in section 101(16) of the Bankruptcy Code and includes, for the avoidance of doubt, membership interests, EveryWare Preferred Stock, EveryWare Common Stock, and EveryWare Out-of-the-Money Equity Securities.

64. "*Estate*" means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

65. "*EveryWare Common Stock*" means, collectively, EveryWare Global's issued and outstanding common stock and EveryWare In-the-Money Equity Securities.

66. "*EveryWare Global*" means EveryWare Global, Inc., a Delaware corporation and the predecessor to New Holdco.

67. "*EveryWare In-the-Money Equity Securities*" means all outstanding vested options and unexercised warrants to acquire shares of EveryWare Global's current outstanding common stock that are in the money as of the Petition Date; *provided however*, that any unvested options to acquire shares of EveryWare Global's current outstanding common stock that are in the money as of the Petition Date shall be EveryWare Out-of-the-Money Securities.

68. "*EveryWare Out-of-the-Money Equity Securities*" means all outstanding options and unexercised warrants to acquire shares of EveryWare Global's current outstanding common stock that are out of the money as of the Petition Date, and all unvested options to acquire shares of EveryWare Global's current outstanding common stock whether or not in the money.

69. "*EveryWare Preferred Stock*" means all Series A Senior Redeemable Preferred Stock issued by EveryWare Global.

70. "*Exculpated Party*" means each of the following in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the parties to the Support Agreement; (d) the Term Loan Agent; (e) the Consenting Term Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Lenders; (h) the DIP ABL Facility Agent; (i) the DIP

ABL Facility Lenders; (j) the DIP Term Facility Agent; (k) the DIP Term Facility Lenders; (l) the Exit Facility Lenders; and (m) with respect to each of the foregoing entities in clauses (a) through (l), such Entity's successors and assigns and current and former Affiliates and its and their subsidiaries, shareholders, members, limited partners, general partners, other equity holders, officers, directors, managers, trustees, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

71. "*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 section 365 of the Bankruptcy Code.

72. "*Exit Conversion*" means the Debtors' right to elect to convert the DIP Term Facility into the Exit Facility on the terms and conditions set forth in the DIP Term Facility Credit Agreement and consistent in all respects with the DIP Term Facility Term Sheet and the Exit Facility Term Sheet.

73. "*Exit Facility*" means the first lien term loan facility under the Exit Facility Term Loan Agreement.

74. "*Exit Facility Agent*" means the administrative agent for the Exit Facility.

75. "*Exit Facility Documents*" means, collectively, the Exit Facility Term Loan Agreement, each other Loan Document (as defined in the Exit Facility Term Loan Agreement), and all other agreements, documents, and instruments to be delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents) each of which shall be (a) satisfactory in form and substance to the DIP Term Facility Consenting Lenders, and (b) consistent in all respects with the DIP Term Facility Term Sheet and the Exit Facility Term Sheet.

76. "*Exit Facility Lender*" means each Lender (as defined in the Exit Facility Term Loan Agreement) that is a party to the Exit Facility Term Loan Agreement.

77. "*Exit Facility Notes*" means those notes or other debt instruments evidencing the loans under the Exit Facility, which shall be consistent in all respects with the DIP Term Facility Term Sheet and the Exit Facility Term Sheet.

78. "*Exit Facility Term Loan Agreement*" means the credit agreement by and among reorganized Anchor Hocking, LLC and reorganized Oneida Ltd., as borrowers, reorganized Universal Tabletop, Inc., as holdings, and each of reorganized Anchor Hocking, LLC's and reorganized Oneida Ltd.'s wholly-owned domestic subsidiaries, as guarantors, the lender parties from time to time party thereto, and the Exit Facility Agent, to be effective on the Effective Date if the Debtors exercise the Exit Conversion, which agreement shall be consistent in all respects with the Exit Facility Term Sheet, substantially in the form contained in the Plan Supplement, and in form and substance satisfactory to the DIP Term Facility Consenting Lenders.

79. "*Exit Facility Term Sheet*" means the exit facility term sheet attached to the Support Agreement.

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

81. "*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 that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

82. "*General Unsecured Claim*" means any Claim other than an Administrative Claim, a Professional Claim, a Secured Tax Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, an ABL Facility Claim, a Term Loan Facility Claim, a DIP Facility Claim, or a Section 510(b) Claim.

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

84. "*Impaired*" means, with respect to any Class of Claims or Interests, a Claim or an Interest that is not Unimpaired.

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

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

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

88. "*Intercompany Contract*" means a contract between or among two or more Debtors or a contract between or among one or more Affiliates and one or more Debtors.

89. "*Intercompany Interest*" means an Interest held by a Debtor or an Affiliate.

90. "*Interest*" means any Equity Security of a Debtor existing immediately prior to the Effective Date.

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

92. "*Majority Consenting Lenders*" means Consenting Term Lenders who hold, in the aggregate, at least 50.1% of the principal amount of the total outstanding loans under the Term Loan Agreement held by all Consenting Term Lenders as of such date the Majority Consenting Lenders make a determination in accordance with the Support Agreement or the Plan.

93. "*Management Incentive Plan*" means that certain post-Effective Date management incentive plan that may provide for up to 10% of the New Common Stock, on a fully diluted basis, to be reserved for issuance to management of the Reorganized Debtors at the discretion of the New Board after the Effective Date.

94. "*MCP Funds*" means Monomoy Capital Partners, L.P., MCP Supplemental Fund, L.P., Monomoy Executive Co-Investment Fund, L.P., Monomoy Capital Partners II, L.P., MCP Supplemental Fund II, L.P., and their respective affiliates.

95. "*New Board*" means New Holdco's initial board of directors.

96. "*New Common Stock*" means the common stock of New Holdco.

97. "*New Holdco*" means reorganized EveryWare Global, the Reorganized Debtors' ultimate parent company upon Consummation of the Plan.

98. "*New Holdco Bylaws*" means the bylaws of New Holdco, substantially in the form contained in the Plan Supplement and satisfactory in form and substance to the Majority Consenting Lenders.

99. "*New Holdco Certificate of Incorporation*" means the certificate of incorporation of New Holdco, substantially in the form contained in the Plan Supplement and satisfactory in form and substance to the Majority Consenting Lenders.

100. "*New Holdco Governance Documents*" means, as applicable, the New Holdco Certificate of Incorporation, the New Holdco Bylaws, and the New Holdco Shareholders Agreement each in form and substance satisfactory to the Majority Consenting Lenders.

101. "*New Holdco Shareholders Agreement*" means that certain shareholders agreement to be filed as part of the Plan Supplement, effective as of the Effective Date, to which all parties receiving New Common Stock (and all persons to whom such parties may sell or transfer their equity in the future and all persons who purchase or acquire equity from the Debtors in future transactions) will be required to become or will be deemed parties, in substantially the form included in the Plan Supplement, which agreement shall be in form and substance satisfactory to the Majority Consenting Lenders and the Debtors in each such parties' respective sole discretion.

102. "*Other Priority Claim*" means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

103. "*Other Secured Claim*" means any Secured Claim other than the following: (a) an ABL Facility Claim; (b) a Term Loan Facility Claim; (c) a Secured Tax Claim; or (d) a DIP Facility Claim. For the avoidance of doubt, "Other Secured Claims" includes any Claim arising under, derived from, or based upon any letter of credit issued in favor of one or more Debtors, the reimbursement obligation for which is either secured by a Lien on collateral or is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

104. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

105. "*Petition Date*" means the date on which each of the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

106. "*Plan*" means this chapter 11 plan, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof, including the Plan Supplement and all exhibits, supplements, appendices, and schedules, which plan shall be in form and substance satisfactory to the Majority Consenting Lenders.

107. "*Plan Supplement*" means any compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan, which shall be filed by the Debtors no later than 7 days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, each of which shall be consistent in all respects with, and shall otherwise contain, the terms and conditions set forth on the exhibits attached hereto, where applicable, and, without limiting the foregoing, shall be satisfactory in form and substance to the Majority Consenting Lenders and the Debtors.

108. "*Prepayment Penalty*" means a non-refundable prepayment penalty of 4.00% due and payable if the Debtors do not exercise the Exit Conversion.

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

110. "*Pro Rata*" means the proportion that (a) an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class, or (b) a holder of EveryWare Preferred Stock or EveryWare Common Stock holds in relation to the aggregate amount of EveryWare Preferred Stock or EveryWare Common Stock, respectively.

111. "*Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

112. "*Professional Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

113. "*Professional Fee Amount*" means the aggregate amount of Professional Claims and other unpaid fees and expenses Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Confirmation Date, which estimates Professionals shall deliver to the Debtors as set forth in Section 2.3 herein.

114. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

115. "*Proof of Claim*" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

116. "*Released Party*" means each of the following in its capacity as such: (a) each Debtor and Reorganized Debtor; (b) the Debtors' current and former officers and directors; (c) the Term Loan Agent; (d) the Consenting Term Lenders; (e) the DIP ABL Facility Agent; (f) the DIP ABL Facility Lenders; (g) the DIP Term Facility Agent; (h) the DIP Term Facility Lenders; (i) the MCP Funds; (j) the Clinton Funds; (k) the parties to the Support Agreement; and (l) each of the foregoing entities' respective current and former: predecessors, successors and assigns, and 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.

117. "*Releasing Parties*" means each of the following in its capacity as such: (a) the Debtors; (b) the Debtors' current officers and directors; (c) the Term Loan Agent; (d) holders of Term Loan Facility Claims who do not vote to reject the Plan; (e) the ABL Facility Agent, (f) holders of ABL Facility Claims; (g) the DIP ABL Facility Agent; (h) the DIP ABL Facility Lenders; (i) the DIP Term Facility Agent; (j) the DIP Term Facility Lenders; (k) the MCP Funds; (l) the Clinton Funds; (m) the parties to the Support Agreement; (n) without limiting the foregoing, each other holder of a Claim or an Interest, in each case other than a holder of a Claim or an Interest that has voted to reject the Plan or is a member of a Class that is deemed to reject the Plan; and (o) with respect to each of the foregoing parties under (a) through (n), any successors or assigns thereof.

118. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

119. "*Restructuring Transactions*" means the transactions described in Section 4.16.

120. "*Section 510(b) Claim*" means any Claim against the Debtors arising from rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim. For the avoidance of doubt, any Claim related to that certain proceeding styled as *IBEW Local No. 58 Annuity Fund v. EveryWare Global, Inc.*, No. 14-1838 (S.D. Ohio) shall be treated as a Section 510(b) Claim.

121. "*Secured Claim*" means a Claim: (a) secured by a Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

122. "*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.

123. "*Securities Act*" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law.

124. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

125. "*Servicer*" means an agent or other authorized representative of holders of Claims or Interests.

126. "*Solicitation Agent*" means Prime Clerk LLC, the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

127. "*Support Agreement*" means that certain restructuring support agreement, dated March 31, 2015, by and among the Debtors, the Consenting Term Lenders, and certain holders of Equity Securities.

128. "*Term Loan Agent*" means the Deutsche Bank AG New York Branch, in its capacity as administrative agent pursuant to the Term Loan Facility Documents, and its successors, assigns or any replacement agent appointed pursuant to the terms of the Term Loan Agreement.

129. "*Term Loan Agreement*" means the Term Loan Agreement, dated May 21, 2013 (as amended, restated, modified, or supplemented from time to time prior to the Petition Date), by and among Anchor Hocking LLC and Oneida Ltd., as borrowers, Universal Tabletop, Inc., as holdings, the various lenders from time to time party thereto and Deutsche Bank AG New York Branch, in its capacity as administrative agent.

130. "*Term Loan Facility*" means the senior secured term loan facility under the Term Loan Agreement.

131. "*Term Loan Facility Claim*" means any Claim arising under, derived from, or based upon the Term Loan Facility Documents.

132. "*Term Loan Facility Documents*" means, collectively, the Term Loan Agreement, each other Loan Document (as defined in the Term Loan Agreement), and all other agreements, documents, and instruments delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents).

133. "*Term Loan Lenders*" means each Lender (as defined in the Term Loan Agreement) that is a party to the Term Loan Agreement.

134. "*Transaction*" means the Debtors' recapitalization and restructuring.

135. "*Unclaimed Distribution*" means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

136. "*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 section 365 of the Bankruptcy Code.

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

1.2 Rules of Interpretation

For purposes of the Plan: (a) 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; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof or hereto; (e) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (f) captions and headings to Articles and Sections are

inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (i) 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; (j) 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; (k) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (l) any immaterial effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

1.3 Computation of Time

Bankruptcy Rule 9006(a) applies in computing any period of time prescribed or allowed herein.

1.4 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 New York, without giving effect to conflict of laws principles.

1.5 Reference to Monetary Figures

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

1.6 Reference to the Debtors or the Reorganized Debtors

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

1.7 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 an inconsistency between the Plan and the Plan Supplement, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

ARTICLE II

ADMINISTRATIVE AND PRIORITY CLAIMS

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

2.1 Administrative Claims

Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors, in consultation with the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for fees and expenses

pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2.2 DIP Facility Claims

(a) **DIP ABL Facility Claims**

Except to the extent that a holder of a DIP ABL Facility Claim agrees to less favorable treatment, to the extent the Debtors exercise the ABL Exit Conversion, each holder of a DIP ABL Facility Claim shall receive ABL Exit Facility Loans in a face amount equal to the amount of such DIP ABL Facility Claim and shall otherwise be governed by the ABL Exit Facility Documents. If the Debtors do not exercise the ABL Exit Conversion, each holder of a DIP ABL Facility Claim shall receive payment in full in Cash.

(b) **DIP Term Facility Claims**

Except to the extent that a holder of a DIP Term Facility Claim agrees to less favorable treatment, to the extent the Debtors exercise the Exit Conversion, each holder of a DIP Term Facility Claim shall receive Exit Facility Notes in a face amount equal to the amount of such DIP Term Facility Claim and shall otherwise be governed by the Exit Facility Documents. If the Debtors do not exercise the Exit Conversion, each holder of a DIP Term Facility Claim shall receive payment in full in Cash plus the Prepayment Penalty.

2.3 Professional Claims

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code. The Reorganized Debtors shall pay Professional Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date. Professionals shall deliver to the Debtors their estimates for purposes of the Reorganized Debtors computing the Professional Fee Amount no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be deemed to limit the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Claims filed with the Bankruptcy Court. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. No funds in the Professional Fee Escrow Account shall be property of the Estates. Any funds remaining in the Professional Fee Escrow Account after all Allowed Professional Claims have been paid will be turned over to New Holdco.

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

2.4 Priority Tax Claims

Each holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive on the Effective Date, or as soon as practicable thereafter, from the respective Debtor liable for such Allowed Priority Tax Claim, payment in Cash in an amount equal to the amount of such Allowed Priority Tax Claim. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business.

ARTICLE III

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests

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

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

Class	Claim or Interest	Status	Voting Rights
1	Secured Tax Claims	Unimpaired	Presumed to Accept
2	Other Secured Claims	Unimpaired	Presumed to Accept
3	Other Priority Claims	Unimpaired	Presumed to Accept
4	ABL Facility Claims	Unimpaired	Presumed to Accept
5	Term Loan Facility Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Unimpaired	Presumed to Accept
7	Intercompany Claims	Unimpaired	Presumed to Accept
8	Intercompany Interests	Unimpaired	Presumed to Accept
9	EveryWare Preferred Stock	Impaired	Deemed to Reject
10	EveryWare Common Stock	Impaired	Deemed to Reject
11	EveryWare Out-of-the-Money Equity Securities	Impaired	Deemed to Reject
12	Section 510(b) Claims	Impaired	Deemed to Reject

3.2 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, release, and discharge of and in exchange for such holder's Allowed Claim or Interest. Unless otherwise indicated, the holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

(a) **Class 1 — Secured Tax Claims**

(1) *Classification*: Class 1 consists of any Secured Tax Claims against any Debtor.

(2) *Treatment*: Each holder of an Allowed Class 1 Claim shall receive, as applicable:

A. if the Allowed Class 1 Claim is due and payable on or before the Effective Date, Cash in an amount equal to such Allowed Class 1 Claim; or

B. if the Allowed Class 1 Claim is not due and payable on or before the Effective Date, Cash in an amount as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

(3) *Voting*: Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan.

(b) **Class 2 — Other Secured Claims**

(1) *Classification*: Class 2 consists of any Other Secured Claims against any Debtor.

(2) *Treatment*: Each holder of an Allowed Class 2 Claim shall receive, as the Debtors or the Reorganized Debtors, as applicable, determine:

A. payment in full in Cash of its Allowed Class 2 Claim;

B. the collateral securing its Allowed Class 2 Claim; or

C. such other treatment rendering its Allowed Class 2 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(3) *Voting*: Class 2 is Unimpaired. Holders of Allowed Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 2 Claims are not entitled to vote to accept or reject the Plan.

(c) **Class 3 — Other Priority Claims**

(1) *Classification*: Class 3 consists of any Other Priority Claims against any Debtor.

(2) *Treatment*: Each holder of an Allowed Class 3 Claim shall receive Cash in an amount equal to such Allowed Class 3 Claim.

(3) *Voting*: Class 3 is Unimpaired. Holders of Allowed Class 3 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 3 Claims are not entitled to vote to accept or reject the Plan.

(d) **Class 4 — ABL Facility Claims**

(1) *Classification*: Class 4 consists of any ABL Facility Claims.

(2) *Treatment*: Each holder of an Allowed Class 4 Claim shall, as the Debtors, with the consent of the Majority Consenting Lenders, determine:

A. have its Allowed Class 4 Claim reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code;

B. receive payment in full in Cash on account of such holder's Allowed Class 4 Claim; or

C. receive such other treatment rendering its Allowed Class 4 Claim Unimpaired.

(3) *Voting*: Class 4 is Unimpaired. Holders of Allowed Class 4 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 4 Claims are not entitled to vote to accept or reject the Plan.

(e) **Class 5 — Term Loan Facility Claims**

(1) *Classification*: Class 5 consists of all Term Loan Facility Claims.

(2) *Allowance:* On the Effective Date, Class 5 Claims shall be Allowed in the aggregate principal amount of not less than $248,090,440.54, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the Term Loan Agreement.

(3) *Treatment*: Each holder of an Allowed Class 5 Claim shall receive its Pro Rata share of 96.0% of the New Common Stock.

(4) *Voting*: Class 5 is Impaired. Holders of Allowed Class 5 Claims are entitled to vote to accept or reject the Plan.

(f) **Class 6 — General Unsecured Claims**

(1) *Classification*: Class 6 consists of any General Unsecured Claims against any Debtor.

(2) *Treatment*: Each holder of an Allowed Class 6 Claim shall receive Cash in an amount equal to such Allowed Class 6 Claim on the later of (A) the Effective Date or (B) in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Class 6 Claim.

(3) *Voting*: Class 6 is Unimpaired. Holders of Allowed Class 6 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 6 Claims are not entitled to vote to accept or reject the Plan.

(g) **Class 7 — Intercompany Claims**

(1) *Classification*: Class 7 consists of any Intercompany Claims.

(2) *Treatment*: Each holder of an Allowed Class 7 Claim shall have its Allowed Class 7 Claim left unaltered and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(3) *Voting*: Class 7 is Unimpaired. Holders of Allowed Class 7 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 7 Claims are not entitled to vote to accept or reject the Plan.

(h) **Class 8 — Intercompany Interests**

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

(2) *Treatment*: Each holder of an Allowed Class 8 Interest shall have its Allowed Class 8 Interest left unaltered and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(3) *Voting*: Class 8 is Unimpaired. Holders of Allowed Class 8 Interests are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 8 Interests are not entitled to vote to accept or reject the Plan.

(i) **Class 9 — EveryWare Preferred Stock**

(1) *Classification*: Class 9 consists of any EveryWare Preferred Stock.

(2) *Treatment*: Class 9 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 9 Interests will not receive any distribution on account of such Class 9 Interests. To the extent MCP Funds does not object to, delay, interfere with or otherwise impede, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Preferred Stock shall receive their Pro Rata share of 2.5% of the New Common Stock. If MCP Funds objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Preferred Stock shall not receive any New Common Stock or releases under the Plan, and holders of Allowed Term Loan Claims in Class 5 shall receive the allocation of New Common Stock set forth in this Section 3.2(i)(2).

(3) *Voting*: Class 9 is Impaired. Holders of Interests in Class 9 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.

(j) **Class 10 — EveryWare Common Stock**

(1) *Classification*: Class 10 consists of any EveryWare Common Stock.

(2) *Treatment*: Class 10 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 10 Interests will not receive any distribution on account of such Class 10 Interests. To the extent no Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Common Stock shall receive their Pro Rata share of 1.5% of the New Common Stock. If any Consenting Equity Holder objects to, delays, interferes with or otherwise impedes, directly or indirectly, the Restructuring (as defined in the Support Agreement) or the DIP Term Facility, holders of EveryWare Common Stock shall not receive any New Common Stock or releases under the Plan, and holders of Allowed Term Loan Claims in Class 5 shall receive the allocation of New Common Stock set forth in this Section 3.2(j)(2).

(3) *Voting*: Class 10 is Impaired. Holders of Interests in Class 10 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.

(k) **Class 11 — EveryWare Out-of-the-Money Equity Securities**

(1) *Classification*: Class 11 consists of any EveryWare Out-of-the-Money Equity Securities.

(2) *Treatment*: Class 11 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Class 11 Interests will not receive any distribution on account of such Class 11 Interests.

(3) *Voting*: Class 11 is Impaired. Holders of Interests in Class 11 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.

(l) **Class 12 — Section 510(b) Claims**

(1) *Classification*: Class 12 consists of any Section 510(b) Claims against any Debtor.

(2) *Allowance:* Notwithstanding anything to the contrary herein, a Class 12 Claim, if any such Claim exists, may only become Allowed by Final Order of the Bankruptcy Court. The Debtors are not aware of any valid Class 12 Claim and believe that no such Class 12 Claim exists.

(3) *Treatment*: Allowed Class 12 Claims, if any, shall be discharged, canceled, released, and extinguished as of the Effective Date, and shall be of no further force or effect, and holders of Allowed Section 510(b) Claims shall not receive any distribution on account of such Allowed Section 510(b) Claims.

(4) *Voting*: Class 12 is Impaired. Holders (if any) of Allowed Class 12 Claims are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders (if any) of Allowed Class 12 Claims are not entitled to vote to accept or reject the Plan.

3.3 Special Provision Governing Unimpaired Claims

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

3.4 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.

3.5 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.

3.6 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, with the consent of the Majority Consenting Lenders, 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

PROVISIONS FOR IMPLEMENTATION OF THE PLAN

4.1 General Settlement of Claims and Interests

Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests.

4.2 New Common Stock

All existing Equity Interests in EveryWare Global shall be cancelled as of the Effective Date and New Holdco shall issue the New Common Stock to holders of Claims and Interests entitled to receive New Common Stock pursuant to the Plan. The issuance of New Common Stock, including any options for the purchase thereof and equity awards associated therewith, is authorized without the need for any further corporate action and without any further action by the Debtors or New Holdco, as applicable. New Holdco's Governance Documents shall authorize the issuance and distribution on the Effective Date of New Common Stock to the Distribution Agent for the benefit of holders of Allowed Claims in Class 5 and, subject to Section 3.2(i)(2) and Section 3.2(j)(2) hereof, holders of EveryWare Preferred Stock and EveryWare Common Stock. All New Common Stock issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and the holders of New Common Stock shall be deemed to have accepted the terms of the New Holdco Shareholders Agreement (in their capacity as shareholders of New Holdco) and to be parties thereto without further action or signature. The New Holdco Shareholders Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Common Stock shall be bound thereby.

Notwithstanding anything to the contrary herein, solely with respect to the distribution of New Common Stock pursuant to Section 3.2(j)(2) hereof, the Debtors or Reorganized Debtors, as applicable, shall, in lieu of distributing New Common Stock pursuant to Section 3.2(j)(2) hereof, instead provide for a mechanism to distribute Cash to the holders of EveryWare Common Stock (either by distributing Cash directly or by issuing such New Common Stock to a trust and providing for liquidation of such shares and distribution of the proceeds thereof or some other mechanism), on such terms that are reasonably acceptable to the Majority Consenting Lenders as further described in a document contained in the Plan Supplement, unless, in the opinion of the Majority Consenting Lenders, the distribution of New Common Stock would, following the Effective Date, (a) still permit reorganized EveryWare Global to cease to file reports required by Section 13(a) of the Exchange Act in accordance with Rule 12g-4 under the Exchange Act, and (b) would not require reorganized EveryWare Global to be required to resume filing reports pursuant Section 13(a) of the Exchange Act following such cessation; *provided*, *however*, that, notwithstanding the foregoing, the MCP Funds, the Clinton Funds, and any Term Loan Lender that is a holder of EveryWare Common Stock shall in any event receive a distribution of New Common Stock directly rather than Cash as contemplated by this paragraph.

4.3 ABL Exit Facility

If the Debtors exercise the ABL Exit Conversion, on the Effective Date, the Debtors shall execute and deliver the ABL Exit Facility Loan Agreement, which shall become effective and enforceable in accordance with its terms and the Plan. Confirmation of the Plan shall be deemed approval of the ABL Exit Facility and the ABL Exit Facility Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the ABL Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute the ABL Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the ABL Exit Facility. On the Effective Date, all of the Liens and security interests to be granted in accordance with the ABL Exit Facility Documents (a) shall be deemed to be approved, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the ABL Exit Facility

Documents, (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the ABL Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. On and after the Effective Date and solely to the extent the ABL Exit Conversion and the Exit Conversion are exercised, the Liens and security interests securing the ABL Exit Facility shall be junior to the first priority Liens and security interests securing the Exit Facility only with respect to the Exit Priority Collateral (as defined in the applicable intercreditor agreement) and the ABL Facility only with respect to the ABL Priority Collateral (as defined in the applicable intercreditor agreement) to the extent the ABL Facility is reinstated in accordance with Section 3.2(d)(2)(A) hereof, and the relative Lien, payment, and enforcement priorities of the ABL Exit Facility, the Exit Facility, and the ABL Facility shall be governed by the terms of an intercreditor agreement in form and substance satisfactory to the Debtors or the Reorganized Debtors, as applicable, the Exit Facility Agent, the ABL Facility Agent, and the ABL Exit Facility Agent (with the consent of ABL Exit Facility Lenders holding, in the aggregate, more than 50% of the principal amount of the total outstanding loans under the ABL Exit Facility as of such date).

4.4 Exit Facility

If the Debtors exercise the Exit Conversion, on the Effective Date, the Debtors shall execute and deliver the Exit Facility Term Loan Agreement, which shall become effective and enforceable in accordance with its terms and the Plan. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be approved, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. On and after the Effective Date and solely to the extent the Exit Conversion and the ABL Exit Conversion are exercised, the Liens and security interests securing the Exit Facility shall be junior to the first priority Liens and security interests securing the ABL Exit Facility only with respect to the ABL Exit Priority Collateral (as defined in the applicable intercreditor agreement) and the ABL Facility only with respect to the ABL Priority Collateral (as defined in the applicable intercreditor agreement) to the extent the ABL Facility is reinstated in accordance with Section 3.2(d)(2)(A) hereof, and the relative Lien, payment, and enforcement priorities of the Exit Facility, the ABL Exit Facility, and the ABL Facility shall be governed by the terms of an intercreditor agreement in form and substance satisfactory to the Debtors or the Reorganized Debtors, as applicable, the ABL Exit Facility Agent, the ABL Facility Agent, and the Exit Facility Agent (with the consent of

Exit Facility Lenders holding, in the aggregate, more than 50% of the principal amount of the total outstanding loans under the Exit Facility as of such date).

4.5 Exemption from Registration Requirements

The offering, issuance, and distribution of any Securities, including New Common Stock, pursuant to the Plan will be exempt from the registration requirements of section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code or any other available exemption from registration under the Securities Act, as applicable. Pursuant to section 1145 of the Bankruptcy Code, New Common Stock issued under the Plan will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the restrictions, if any, on the transferability of such Securities and instruments in the New Holdco Shareholders Agreement; and (c) any other applicable regulatory approval.

4.6 Subordination

The allowance, classification, and treatment of all Claims and Interests under the Plan shall conform to and be consistent with the respective contractual, legal, and equitable subordination rights of such Claims and Interests, and the Plan shall recognize and implement any such rights. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

4.7 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein, or in any agreement, instrument, or other document incorporated in the Plan (including, without limitation, the Exit Facility Documents, as applicable), on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4.8 Cancellation of Notes, Instruments, Certificates, and Other Documents

On the Effective Date, except to the extent otherwise provided herein, all notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be cancelled and the obligations of the Debtors or the Reorganized Debtors and any non-Debtor Affiliates thereunder or in any way related thereto shall be discharged; *provided*, *however*, that notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect solely for purposes of (a) allowing holders of Allowed Claims, EveryWare Preferred Stock, and Preferred Common Stock to receive distributions under the Plan and (b) allowing and preserving the rights of the Term Loan Agent and any Servicer, as applicable, to make distributions on account of Allowed Claims, EveryWare Preferred Stock, and EveryWare Common Stock as provided herein.

4.9 Corporate Action

Each of the matters provided for by the Plan involving the corporate structure of the Debtors or corporate or related actions to be taken by or required of the Reorganized Debtors, whether taken prior to or as of the Effective Date, shall be deemed authorized and approved in all respects without the need for any further corporate action and without any further action by the Debtors or the Reorganized Debtors, as applicable. Such actions may include: (a) the adoption and filing of the New Holdco Certificate of Incorporation (b) the adoption of the New Holdco Bylaws and New Holdco Shareholders Agreement; (b); the selection of the directors, managers, and officers for the

Reorganized Debtors, including the appointment of the New Board; (c) the authorization, issuance, and distribution of New Common Stock; (d) the adoption or assumption, as applicable, of Executory Contracts or Unexpired Leases; and (e) the entry into the Exit Facility and the execution and delivery of the Exit Facility Documents, as applicable.

4.10 Charter, Bylaws, and New Holdco Shareholders Agreement

The Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended as may be required to be consistent with the provisions of the Plan, the Exit Facility Documents, as applicable, and the Bankruptcy Code, and such documents and agreements shall be consistent in all respects with, and shall otherwise contain, the terms and conditions set forth on the exhibits hereto. The New Holdco Governance Documents shall, among other things: (a) authorize the issuance of the New Common Stock; and (b) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting Equity Securities. After the Effective Date, each Reorganized Debtor may amend and restate its certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of such documents.

4.11 Effectuating Documents; Further Transactions

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

4.12 Section 1146(a) Exemption

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or all of the Exit Facility, as applicable; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

4.13 Directors and Officers

The members of the New Board and the officers, directors, and/or managers of each of the Reorganized Debtors will be identified in the Plan Supplement and the members of the board of directors of any subsidiary of the Reorganized Debtors shall be satisfactory to the Majority Consenting Lenders. The members of EveryWare Global's board of directors are deemed to have resigned as of the Effective Date. On the Effective Date, the New Board will consist of five (5) members, one of whom will be New Holdco's chief executive officer. The remaining

four (4) directors of the New Board will be selected by the Majority Consenting Lenders in their sole discretion and thereafter shall be selected pursuant to the director election process set forth in the New Holdco Bylaws; *provided however*, that such bylaws shall not include any staggered board provisions. On the Effective Date, the existing officers of the Debtors shall serve in their current capacities for the Reorganized Debtors. From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall serve pursuant to the terms of their respective charters and bylaws or other formation and constituent documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the members of the New Board and any Person proposed to serve as an officer of New Holdco shall be disclosed at or before the Confirmation Hearing.

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

4.14 Incentive Plans and Employee and Retiree Benefits

Except as otherwise provided herein, on and after the Effective Date, subject to any Final Order and, without limiting any authority provided to the New Board under the Debtors' respective certificates of incorporation, bylaws and other formation and constituent documents, the Reorganized Debtors shall: (a) amend, adopt, assume and/or honor in the ordinary course of business, any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

4.15 Preservation of Rights of Action

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

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

4.16 Restructuring Transactions

On the Effective Date, the Debtors, with the consent of the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, may enter into the following transactions and take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided therein. The Restructuring Transactions may include one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions as may be determined by the Debtors, with the consent of the Majority Consenting Lenders, or the Reorganized Debtors, as applicable, to be necessary or appropriate. The actions to effect the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

ARTICLE V

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors, the Majority Consenting Lenders, and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

5.2 Indemnification

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, or agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors will amend and/or restate their respective governance documents before or after the Effective Date to terminate or adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights.

5.3 Cure of Defaults and Objections to Cure and Assumption

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be filed with the Solicitation Agent on or before 30 days after the Effective Date. Any such request that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided*, *however*, that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to file such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is a dispute regarding Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

5.4 Contracts, Intercompany Contracts, and Leases Entered Into After the Petition Date

Contracts, Intercompany Contracts, and leases entered into after the Petition Date by any Debtor and any Executory Contracts and Unexpired Leases assumed by any Debtor may be performed by the applicable Reorganized Debtor in the ordinary course of business.

5.5 Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions on Account of Claims and Interests Allowed as of the Effective Date

(a) Delivery of Distributions in General

Except as otherwise provided herein, a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the holder of the applicable Claim or Interest, on the first Distribution Date, the Distribution Agent shall make initial distributions under the Plan on account of Claims and Interests Allowed on or before the Effective Date, subject to the Reorganized Debtors' right to object to Claims and Interests; *provided*, *however*, that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (2) Allowed Priority Tax Claims and Allowed Secured Tax Claims shall be paid in accordance with Sections 2.4 and 3.2(a)(2), respectively. To the extent any Allowed Priority Tax Claim or Allowed Secured Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. A Distribution Date shall occur no less frequently than once in every 30 day period after the Effective Date, as necessary, in the Reorganized Debtors' sole discretion.

6.2 Special Rules for Distributions to Holders of Disputed Claims and Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or Interest until all such disputes in connection with such Disputed Claim or Interest have been resolved by settlement or Final Order; and (b) any Entity that holds both an Allowed Claim or Interest and a Disputed Claim or Interest shall not receive any distribution on the Allowed Claim or Interest unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims or Interests have been Allowed or expunged. Any dividends or other distributions arising from property distributed to holders of Allowed Claims or Interests, as applicable, in a Class and paid to such holders under the Plan shall also be paid, in the applicable amounts, to any holder of a Disputed Claim or Interest, as applicable, in such Class that becomes an Allowed Claim or Interest after the date or dates that such dividends or other distributions were earlier paid to holders of Allowed Claims or Interests in such Class.

6.3 Delivery of Distributions

(a) Record Date for Distributions to Holders of Non-Publicly Traded Securities

On the Effective Date, the Claims Register shall be closed and the Distribution Agent shall be authorized and entitled to recognize only those record holders, if any, listed on the Claims Register as of the close of business on the Effective Date. Notwithstanding the foregoing, if a Claim or Interest, other than one based on a publicly traded Certificate, is transferred and the Debtors have been notified in writing of such transfer less than 10 days before the Effective Date, the Distribution Agent shall make distributions to the transferee (rather than the transferor) only to the extent practical and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Distribution Process

The Distribution Agent shall make all distributions required under the Plan, except that distributions to holders of Allowed Claims or Interests governed by a separate agreement and administered by a Servicer shall be deposited with the appropriate Servicer, at which time such distributions shall be deemed complete, and the Servicer shall deliver such distributions in accordance with the Plan and the terms of the governing agreement. Except as

otherwise provided herein, and notwithstanding any authority to the contrary, distributions to holders of Allowed Claims, including Claims that become Allowed after the Effective Date, EveryWare Preferred Stock, and EveryWare Common Stock shall be made to holders of record as of the Effective Date by the Distribution Agent or a Servicer, as appropriate: (1) to the address of such holder as set forth in the books and records of the applicable Debtor (or if the Debtors have been notified in writing, on or before the date that is 10 days before the Effective Date, of a change of address, to the changed address); (2) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, if no address exists in the Debtors books and records, no Proof of Claim has been filed and the Distribution Agent has not received a written notice of a change of address on or before the date that is 10 days before the Effective Date; or (3) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. Notwithstanding anything to the contrary in the Plan, including this Section 6.3, distributions under the Plan to holders of Term Loan Facility Claims shall be made to, or to Entities at the direction of, the Term Loan Agent in accordance with the terms of the Plan and the Term Loan Agreement. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan. In addition, notwithstanding anything to contrary contained herein, including this Section 6.3, distributions under the Plan to holders of publicly traded securities shall be made in accordance with customary distribution procedures applicable to such securities.

(c) **Accrual of Dividends and Other Rights**

For purposes of determining the accrual of distributions or other rights after the Effective Date, the New Holdco Interests shall be deemed distributed as of the Effective Date regardless of the date on which it is actually issued, dated, authenticated, or distributed; *provided*, *however*, the Reorganized Debtors shall not pay any such distributions or distribute such other rights, if any, until after distributions of the New Holdco Interests actually take place.

(d) **Compliance Matters**

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

(e) **Foreign Currency Exchange Rate**

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

(f) **Fractional, Undeliverable, and Unclaimed Distributions**

(1) *Fractional Distributions*. Whenever any distribution of fractional shares of New Common Stock would otherwise be required pursuant to the Plan, the actual distribution shall reflect a rounding of such fraction to the nearest share (up or down), with half shares or less being rounded down. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

(2) *Undeliverable Distributions.* If any distribution to a holder of an Allowed Claim or Interest is returned to the Distribution Agent as undeliverable, no further distributions shall be made to such holder unless and until the Distribution Agent is notified in writing of such holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such holder on the next Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors until such time as a distribution becomes deliverable, or such distribution reverts to the Reorganized Debtors or is cancelled pursuant to Section 6.3(f)(3), and shall not be supplemented with any interest, dividends, or other accruals of any kind.

(3) *Reversion*. Any distribution under the Plan that is an Unclaimed Distribution for a period of six months after distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such Unclaimed Distribution shall revest in the applicable Reorganized Debtor and, to the extent such Unclaimed Distribution is New Common Stock, shall be deemed cancelled. Upon such revesting, the Claim or Interest of any holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

(g) **Surrender of Cancelled Instruments or Securities**

On the Effective Date, each holder of a Certificate shall be deemed to have surrendered such Certificate to the Distribution Agent or a Servicer (to the extent the relevant Claim or Interest is governed by an agreement and administered by a Servicer). Such Certificate shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Certificate. Notwithstanding the foregoing paragraph, this Section 6.3(g) shall not apply to any Claims and Interests reinstated pursuant to the terms of the Plan.

6.4 Claims Paid or Payable by Third Parties

(a) **Claims Paid by Third Parties**

A Claim shall be reduced in full, and such Claim shall be disallowed without an objection to such Claim 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 Reorganized Debtor. 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 or a Reorganized Debtor on account of such Claim, such holder shall repay, return or deliver any distribution held by or transferred to the holder to the applicable Reorganized Debtor to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

(b) **Claims Payable by Insurance Carriers**

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Solicitation Agent without a Claims 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**

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

6.5 Setoffs

Except with respect to the Term Loan Facility Claims, ABL Facility Claims, DIP Facility Claims, or as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action that such Reorganized Debtor may possess against such holder. In no event shall any holder of Claims be entitled to set off any Claim against any Claim, right, or Cause of Action of the Debtor or Reorganized Debtor, as applicable, unless such holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

6.6 Allocation Between Principal and Accrued Interest

Except as otherwise provided herein, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, on such Allowed Claim accrued through the Effective Date.

ARTICLE VII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

7.1 Disputed Claims Process Except as otherwise provided herein, if a party files a Proof of Claim and the Debtors or the Reorganized Debtors, as applicable, do not determine, and without the need for notice to or action, order, or approval of the Bankruptcy Court, that the Claim subject to such Proof of Claim is Allowed, such Claim shall be Disputed unless Allowed or disallowed by a Final Order or as otherwise set forth in this ARTICLE VII. Except as otherwise provided herein, all Proofs of Claim filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

7.2 Prosecution of Objections to Claims and Interests

Except insofar as a Claim or Interest is Allowed under the Plan, the Debtors, the Reorganized Debtors, or any other party in interest shall be entitled to object to the Claim or Interest. Any objections to Claims and Interests shall be served and filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any

and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Section 4.15.

7.3 No Interest

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

7.4 Disallowance of Claims and Interests

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

ARTICLE VIII

EFFECT OF CONFIRMATION OF THE PLAN

8.1 Discharge of Claims and Termination of Interests

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

8.2 Releases by the Debtors

Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including: (1) the settlement, release, and compromise of debt, Causes of Action, Claims, and Interests, (2) the services of the Debtors' present and former officers, directors, managers, and advisors in facilitating the implementation of the restructuring contemplated herein, and (3) the good faith negotiation of, and participation in, the restructuring contemplated herein, each of the Debtors, the Reorganized Debtors, and the Estates conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release and shall be deemed to have provided a full discharge and release to each Released Party (and each such Released Party so released shall be deemed fully released and discharged by the Debtors, the Reorganized Debtors, and the Estates) and their respective property from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of the Debtors and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or arising, in

law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however*, that the foregoing "Debtor Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages remedies, Causes of Action, and liabilities in respect of any Released Party solely to the extent arising under the Support Agreement, the Plan, or any agreements entered into pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, *and further*, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

8.3 Releases by Holders of Claims and Interests

Notwithstanding anything contained in the Plan to the contrary, on the Confirmation Date and effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or which could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Transaction, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, any payments, distributions, or dividends any Debtor or Affiliate paid to or received from any Released Party, fraudulent or preferential transfer or conveyance, tort, contract, breach of fiduciary duty, violation of state or federal laws, including securities laws, negligence, gross negligence, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents; *provided, however*, that the foregoing "Third-Party Release" shall not operate to waive or release any Claims, obligations, debts, rights, suits, damages, remedies, Causes of Action, and liabilities in respect of any Released Party, solely to the extent (1) arising under any agreements entered into pursuant to the Plan, or (2) with respect to Claims by Professionals related to Professionals' final fee applications or accrued Professional compensation claims in the Chapter 11 Cases.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, *and, further*, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released

Parties; (2) a good faith settlement and compromise of the Claims released by the Third-Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

8.4 Exculpation

Notwithstanding anything contained herein to the contrary, the Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Support Agreement, the Disclosure Statement, the Plan Supplement, the New Holdco Governance Documents, the Exit Facility Documents, the Transaction, the issuance, distribution, and/or sale of any shares of New Common Stock or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided, however*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further,* that the foregoing "Exculpation" shall have no effect on the liability of any Entity solely to the extent resulting from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; *provided, further*, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for acts or omissions occurring after the Confirmation Date.

8.5 Injunction

Except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.2 or Section 8.3, discharged pursuant to Section 8.1, or are subject to exculpation pursuant to Section 8.4 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

8.6 Protection Against Discriminatory Treatment

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

8.7 Recoupment

In no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such holder

actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

8.8 Release of Liens

Except (a) with respect to the Liens securing (i) the DIP Term Facility to the extent set forth in the Exit Facility Documents, (ii) the DIP ABL Facility to the extent set forth in the ABL Exit Facility Documents, (iii) the ABL Facility to the extent set forth herein, and (iv) the Secured Tax Claims or Other Secured Claims (depending on the treatment of such Claims), or (b) as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

8.9 Reimbursement or Contribution

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

ARTICLE IX

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

9.1 Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Section 9.2:

(a) the Confirmation Order shall not have been stayed, modified, or vacated on appeal;

(b) if the Debtors exercise the ABL Exit Conversion, all respective conditions precedent to consummation of the ABL Exit Facility Loan Agreement shall have been waived or satisfied in accordance with the terms thereof;

(c) if the Debtors exercise the Exit Conversion, all respective conditions precedent to consummation of the Exit Facility Credit Agreement shall have been waived or satisfied in accordance with the terms thereof;

(d) the Professional Fee Escrow Account shall have been established and funded with the Professional Fee Amount;

(e) payment in full in Cash of all reasonable and documented fees and expenses of the Consenting Term Lenders incurred by the following advisors to the Consenting Term Lenders in connection with the Transaction: (i) Milbank, Tweed, Hadley & McCloy LLP; (ii) Houlihan Lokey Capital, Inc. as set forth in that certain letter agreement to be entered into by and among the Debtors and Houlihan Lokey Capital, Inc.; and (iii) Morris, Nichols, Arsht & Tunnell LLP; and

(f) with respect to all documents and agreements necessary to implement the Plan: (1) all conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such

documents or agreements; (2) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Units in accordance with applicable laws; and (3) such documents and agreements shall have been effected or executed.

9.2 Waiver of Conditions Precedent

The Debtors, with the prior written consent of the Majority Consenting Lenders, may waive any of the conditions to the Effective Date set forth in Section 9.1 at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm or consummate the Plan.

9.3 Effect of Non-Occurrence of Conditions to Consummation

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

ARTICLE X

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

10.1 Modification of Plan

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

10.2 Effect of Confirmation on Modifications

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

10.3 Revocation or Withdrawal of Plan

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

ARTICLE XI

RETENTION OF JURISDICTION

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

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest 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 Executory Contracts or Unexpired Leases, including: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims, EveryWare Preferred Stock, and EveryWare Common Stock are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under 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. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

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

8. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

9. 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;

10. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or an Interest for amounts not timely repaid pursuant to Section 6.4(a); (b) with respect to the releases, injunctions, and other provisions contained in ARTICLE VIII, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; or (d) related to section 1141 of the Bankruptcy Code;

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

12. 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;

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

14. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

15. enforce all orders previously entered by the Bankruptcy Court; and

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

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Additional Documents

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

12.2 Payment of Statutory Fees

All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or a Final Decree is issued, whichever occurs first.

12.3 Reservation of Rights

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

12.4 Successors and Assigns

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

12.5 Service of Documents

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

Reorganized Debtors
EveryWare Global, Inc.
519 North Pierce Avenue
Lancaster, Ohio 43130

Attn: Erika Schoenberger

Proposed Counsel to Debtors

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)
Attn.: Laura Davis Jones
Colin R. Robinson
Peter J. Keane

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn.: Patrick J. Nash, Jr., P.C.
Ross M. Kwasteniet

United States Trustee

Office of the United States Trustee
for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19810
Attn.: David L. Buchbinder

12.6 Term of Injunctions or Stays

Unless otherwise provided herein 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 existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

12.7 Entire Agreement

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

12.8 Plan Supplement Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from https://cases.primeclerk.com/everyware or the Bankruptcy Court's website at www.deb.uscourts.gov. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

12.9 Non-Severability

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: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and the Majority Term Lenders' consent, consistent with the terms set forth herein; and (c) nonseverable and mutually dependent.

[*Remainder of page intentionally left blank.*]

Dated: April 3, 2015

EVERYWARE GLOBAL, INC.
on behalf of itself and all other Debtors

Joel Mostrom
Interim Chief Financial Officer
519 North Pierce Avenue
Lancaster, Ohio 43130

EXHIBIT B TO THE DISCLOSURE STATEMENT

FINANCIAL PROJECTIONS

Financial Projections

Selected Financial Information ($Millions)	Fiscal Year Ended December 31, 2015P	2016P	2017P	2018P
Total Net Revenue	$ 358.6	$ 370.1	$ 378.9	$ 388.0
Total Cost Of Sales	295.1	306.3	312.6	318.2
Gross Profit	$ 63.6	$ 63.8	$ 66.3	$ 69.8
Gross Margin	*17.7%*	*17.3%*	*17.5%*	*18.0%*
Total Operating Expenses	$ 54.2	$ 56.2	$ 56.7	$ 57.3
EBITDA	$ 29.5	$ 27.6	$ 29.9	$ 33.2
EBITDA Margin	*8.2%*	*7.4%*	*7.9%*	*8.6%*
Depreciation and Amortization	$ 19.2	$ 19.9	$ 20.3	$ 20.7
EBIT	$ 10.3	$ 7.7	$ 9.6	$ 12.5
EBIT Margin	*2.9%*	*2.1%*	*2.5%*	*3.2%*

A. GENERAL ASSUMPTIONS

1. Overview

The consolidated Financial Projections have been prepared by management and are based upon the Company's operating forecast for the fiscal years ending December 31, 2015 through December 31, 2018. The Financial Projections are based on various strategic reviews, historical performance, management's view of market dynamics, as well as corresponding assumptions regarding sales growth, customer demand, pricing, market share, competition, and cost structure.

2. NET REVENUE

The Company's net revenue is derived from the sale of tabletop and food preparation products and license fees. Net revenues represent total charges to customers, excluding returns, rebates, allowances, charge-backs, and other credits and includes freight charged to customers, as applicable. The Company's license revenue results from royalty payments from licensing the Company's brands to third-parties. Net revenue is expected to increase from 2015 to 2018 as a result of annual inflation-driven price increases and organic growth.

3. COST OF SALES

Cost of sales includes product costs such as products purchased for resale, material costs such as raw materials and supplies, direct and indirect labor and overhead, and freight costs. Distribution, purchasing, receiving, and inspection costs are considered cost of sales. The cost of sales as a percentage of net revenue is expected to increase in 2016 and 2017 given expected production downtime. The decrease forecasted in 2018 in the cost of sales as a percentage of net revenue reflects the expectation that that the Company will achieve additional efficiencies from operating at higher production capacity.

4. OPERATING EXPENSES

Total operating expenses is primarily comprised of selling and administrative expense and also include restructuring expense, (gain) loss on disposal of fixed assets, and long-lived asset impairments. Selling and administrative expense includes salaries, employee benefits, travel expenses, promotional expenses, transaction expenses, management fees, and professional fees. Operating expenses as a percentage of net revenues are forecasted to remain stable over the projection period.

5. DEPRECIATION & AMORTIZATION

Depreciation & Amortization ("D&A") is computed using the straight- line method over the estimated useful lives of buildings and improvements, machinery and equipment, computer hardware and software, tools and dies, office furniture and fixtures, and vehicles. Expenditures for major betterments and renewals that extend the useful lives of property, plant and equipment are capitalized and depreciated over the remaining useful lives of the asset. Leasehold improvements are amortized using the straight- line method over the estimated useful lives of the improvements or the term of the lease, whichever is shorter. D&A is forecasted to remain stable over the projection period.

EXHIBIT C TO THE DISCLOSURE STATEMENT

UNAUDITED LIQUIDATION ANALYSIS

PRELIMINARY
Subject to Change Prior to
Disclosure Statement Hearing

LIQUIDATION ANALYSIS

Introduction

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that the Bankruptcy Court find, as a condition to confirmation of the Plan, that each holder of a Claim or Interest in each Impaired Class: (i) has accepted the Plan; or (ii) will receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the amount that such Person would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the Bankruptcy Court must: (1) estimate the cash proceeds (the "Liquidation Proceeds") that a chapter 7 trustee would generate if each Debtor's Chapter 11 Case were converted to a chapter 7 case on the Effective Date and the assets of such Debtor's estate were liquidated; (2) determine the distribution (the "Liquidation Distribution") that each non-accepting holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme dictated in chapter 7; and (3) compare each holder's Liquidation Distribution to the distribution under the Plan ("Plan Distribution") that such Holder would receive if the Plan were confirmed and consummated.

Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The following analysis (the "Liquidation Analysis") is based upon certain assumptions discussed herein and in the Disclosure Statement.

Significant Assumptions

Hypothetical recoveries to stakeholders of the Debtors in chapter 7 were determined through multiple steps, as set forth below. The basis of the Liquidation Analysis is the Debtors' most recently available balance sheet dated February 28, 2015 (unaudited), and the costs necessary to execute the administration and ultimate wind-down of the estate. The Liquidation Analysis assumes that the Debtors would commence a chapter 7 liquidation on or about the Petition Date under the supervision of a court appointed chapter 7 trustee. The Liquidation Analysis reflects the wind-down and liquidation of substantially all of the Debtors' remaining assets; the reconciliation, settlement or prosecution of remaining litigation; and the distribution of available proceeds to holders of Allowed Claims upon substantial completion of the wind-down of the Debtors' estate. The Liquidation Analysis was prepared on a consolidated basis for the Debtor legal entities.

The Debtors believe that a chapter 7 trustee, if appointed, would elect to consolidate the Debtors as proposed in the Plan. As such, the Liquidation Analysis assumes that all Debtors will be deemed to be consolidated.

The statements in the Liquidation Analysis, including estimates of Allowed Claims, were prepared solely to assist the Bankruptcy Court in making the findings required under section 1129(a)(7) and they may not be used or relied upon for any other purpose.

THE DEBTORS BELIEVE THAT ANY ANALYSIS OF A HYPOTHETICAL LIQUIDATION IS NECESSARILY SPECULATIVE. THERE ARE A NUMBER OF ESTIMATES AND ASSUMPTIONS UNDERLYING THE LIQUIDATION ANALYSIS THAT ARE INHERENTLY SUBJECT TO SIGNIFICANT UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS OR A CHAPTER 7 TRUSTEE. NEITHER THE LIQUIDATION ANALYSIS, NOR THE FINANCIAL INFORMATION ON WHICH IT IS BASED, HAS BEEN EXAMINED OR REVIEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THERE CAN BE NO ASSURANCE THAT ACTUAL RESULTS WILL NOT VARY MATERIALLY FROM THE HYPOTHETICAL RESULTS PRESENTED IN THE LIQUIDATION ANALYSIS.

Estimate of Proceeds

Estimates were made of cash proceeds that might be received from the liquidation of the Debtors' assets after consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution, including the costs and expenses of a liquidation under chapter 7 arising from fees payable to the trustee and professional advisors to such trustee.

The Debtors' sources of liquidation proceeds are the recoveries on the Debtors existing assets as identified in the Debtors' unaudited balance sheet as of February 28, 2015. The Debtors may also obtain further proceeds from the pursuit of estate causes of action. For purposes of this liquidation analysis, the Debtors have not included an estimate for any potential recoveries under estate causes of action. However, the Debtors believe that the recoveries on account of such estate causes of action would likely be substantially similar whether pursued by the Debtors or a chapter 7 trustee, although the fees and expenses necessary to be incurred to obtain such recoveries would likely be higher in chapter 7 due to the lack of historical knowledge of the Debtors' operations.

Estimate of Costs

Proceeds from a chapter 7 liquidation would be reduced by administrative costs incurred during the wind-down period for the reconciliation of claims, pursuit of litigation and other obligations of the estate to administer the wind-down. These costs include professional fees (including attorney, and other tax and financial advisors) and trustee fees, subcontract labor, and other expenses.

After consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors, the Debtors have determined, as summarized in the following charts and the "Best Interests Test" section of the Disclosure Statement, that the Plan will provide creditors with a recovery that is greater than creditors would receive pursuant to a liquidation of the Debtors' assets under chapter 7.

The following Liquidation Analysis should be reviewed with the accompanying notes.

EveryWare Global, Inc. Liquidation Analysis (in 000's)			Chapter 11 Wind-Down				Chapter 7 Liquidation			
	Notes	Projected Net Book Value as of 2/28/15	Estimated Recovery (%)		Estimated Recovery ($)		Estimated Recovery (%)		Estimated Recovery ($)	
			Low	High	Low	High	Low	High	Low	High
Assets:										
Cash	1	$ 2,265	100%	100%	$ 2,265	$ 2,265	100%	100%	$ 2,265	$ 2,265
Accounts receivable	2	29,650	75%	80%	22,238	23,720	68%	73%	20,014	21,496
Other Accounts and Note Receivables	3	3,066	39%	43%	1,189	1,318	39%	43%	1,189	1,318
Inventory	4	99,829	56%	73%	55,124	72,587	52%	57%	51,679	56,671
Other current assets	5	8,240	0%	0%	-	-	0%	0%	-	-
PPE	6	41,657	66%	82%	27,472	33,916	42%	52%	17,395	21,476
Intangibles	7	39,329	52%	64%	20,088	24,800	41%	51%	16,070	19,840
Goodwill	8	8,445	0%	0%	-	-	0%	0%	-	-
Other assets	9	5,309	0%	0%	-	-	0%	0%	-	-
Total Gross Proceeds		**$ 237,790**	**54%**	**67%**	**$ 128,377**	**$ 158,607**	**46%**	**52%**	**$ 108,614**	**$ 123,066**
Less:										
Liquidation costs	10									
Wind-down Costs					$ (15,357)	$ (12,286)			$ (8,701)	$ (6,961)
Trustee Fees					(250)	(200)			(3,401)	(2,721)
Estimated liquidation costs					(15,607)	(12,486)			(12,102)	(9,682)
Net Proceeds Available for Distribution			**47%**	**61%**	**112,770**	**146,121**	**41%**	**48%**	**96,512**	**113,385**
Administrative / Priority / Secured (excl. ABL and Term Loan) Claims:	11									
Chapter 11 Wind-Down		21,256	100%	100%	21,256	21,256			n/a	n/a
Chapter 7 Liquidation		25,738			n/a	n/a	100%	100%	25,738	25,738
Net Proceeds Available for Distribution to ABL Facility					91,514	124,865			70,774	87,647
ABL Facility Claims	12	53,566	100%	100%	53,566	53,566	100%	100%	53,566	53,566
Net Proceeds Available for Distribution to Term Loan Facility					37,948	71,299			17,208	34,081
Term Loan Facility Claims	12	248,696	15%	29%	37,948	71,299	7%	14%	17,208	34,081
Amount available for Distribution to unsecured claims:					-	-			-	-
General Unsecured Claims	13	$ 86,902	0%	0%	$ -	$ -	0%	0%	$ -	$ -

Assumptions, Limitations and Notes to Liquidation Analysis

The liquidation analysis assumes EveryWare Global, Inc. and certain of its wholly-owned subsidiaries, file for chapter 7 bankruptcy protection.

The analysis assumes that a chapter 7 case is initiated and a chapter 7 trustee is appointed. The chapter 7 trustee would be responsible for liquidating the Company's assets over a usual and customary timeframe. Proceeds resulting from the liquidation would be reduced by the expenses of the liquidation before any holders of Allowed Claims would receive distributions of proceeds from the sale of the Debtors' assets.

Assumptions:

- In a chapter 7 liquidation scenario, a significant portion of the value to be realized from the Company's assets is through a "forced sale". The liquidation analysis assumes that all of the Debtors' facilities are closed immediately upon filing or converting to chapter 7 and a trustee is appointed to liquidate the Company's assets. The Liquidation Analysis assumes that the Debtors' assets will be liquidated over a period of 30 to 60 days.

- All liquidation proceeds are stated in actual dollar terms.

- The Liquidation Analysis includes estimates of an "orderly" liquidation value pursuant to a Chapter 11 wind-down and a "forced-sale" liquidation value based on an immediate liquidation of the Company's assets pursuant to a Chapter 7 liquidation.

- The Liquidation Analysis assumes that the Non-Debtor foreign legal entities are not self-funding (i.e. do not generate sufficient operational cashflow to support their ongoing operational funding requirements) and rely on intercompany funding from the Debtors to support ongoing operational cashflow requirements. Therefore, the Liquidation Analysis assumes that, immediately upon entering into liquidation, the Non-Debtors will not have access to continued intercompany funding from the Debtors, and consequently, the Non-Debtor foreign legal entities would be forced to wind-down their operations. Furthermore, the Liquidation Analysis assumes that the wind-down of each Non-Debtor foreign legal entity, on an individual legal entity basis, would generate deminimus, if any, proceeds available for distribution after application of associated wind-down costs. Therefore, the Liquidation Analysis does not include any recoveries to the Debtors on behalf of intercompany receivable claims or investments in affiliates resulting from proceeds available for distribution that are generated from the wind-down of the Non-Debtor foreign legal entities.

Limitations:

- If the commencement of the liquidation is delayed beyond the Petition Date, significant operating losses and/or changes in assets and liabilities may be incurred during the interim period until the liquidation is completed, and the net liquidation values could be materially different than the estimates included in the Liquidation Analysis.

- Upon commencing the liquidation process, actual liabilities may vary significantly from those reflected on the Debtors' balance sheet as of February 28, 2015, as well as in the Liquidation Analysis, because claims presently unknown to the Debtors may be asserted. It is not possible to predict with any certainty the potential increase in liabilities resulting from contingent and/or unliquidated claims. The actual amounts may vary materially from the estimates included in the Liquidation Analysis.

- The Liquidation Analysis includes asset book values are based on the Debtors' February 28, 2015 unaudited balance sheet. The Liquidation Analysis does not include assumptions for operating results subsequent to February 28, 2015, or changes in assets and liabilities subsequent to February 28, 2015.

- The Liquidation Analysis assumes no new litigation beyond that which the Debtors are currently aware of and had corresponding accrued liabilities for on the February 28, 2015 unaudited balance sheet.

Notes:

Note 1

The Liquidation Analysis includes a cash balance for the Debtors of approximately $2.3 million as of February 28, 2015. The Liquidation Analysis includes 100% recovery of the cash balances both in the Chapter 11 and Chapter 7 scenarios.

Note 2:

The balance of accounts receivable, net of allowance, was approximately $29.7 million as of February 28, 2015. The Liquidation Analysis includes a recovery range of approximately 75-80% of net accounts receivable in the Chapter 11 scenario. The recovery range is based on the existing borrowing base calculation for the ABL credit facility that applies an 80% advance rate to eligible accounts receivable, and is subsequently further discounted to account for the negative impact on recoveries resulting from the Debtors' various customer rebate programs and potential customer set-offs. In the Chapter 7 liquidation scenario, the Liquidation Analysis includes recoveries ranging from approximately 68-73% for the same reasons noted above, but with an incremental discount to account for the potential loss of collections resulting from a shorter time frame for collections.

Note 3:

The balance of "other" accounts and notes receivable was approximately $3.1 million as of February 28, 2015 and primarily consisted of various royalty receivables and customer-specific tooling receivables. The Liquidation Analysis assumes a recovery range of 39-43% in both the Chapter 7 and Chapter 11 scenarios based on the full recovery of the items noted above and no recovery on other miscellaneous receivables included in the total balance of "other" accounts and notes receivable.

Note 4:

The inventory balance was $90.4 million as of February 28, 2015. The recovery ranges included in the Liquidation Analysis for both the Chapter 11 and Chapter 7 scenarios are, in large part, based on a third-party inventory appraisal prepared in 2014. However, the Chapter 7 scenario includes a reduction in the estimated recoveries vs. the Chapter 11 scenario based on a comparatively shorter timeframe to effect the sale of the inventory.

Note 5:

The balance of "other" current assets was approximately $8.2 million as of February 28, 2015, and primarily consists of various prepaid expenses and deferred financing assets. The Liquidation Analysis assumes no recovery for these assets in either the Chapter 7 or Chapter 11 scenarios.

Note 6:

The balance of net property, plant and equipment ('PP&E") was approximately $41.7 million as of February 28, 2015, largely comprised of the net book value for the machinery and equipment. The recoveries included in the Liquidation Analysis are based on the third-party appraisals performed in 2011 for the machinery and equipment, with the Chapter 7 scenario including a reduction in the estimated recovery rate vs. the Chapter 11 scenario based on a shorter timeframe to effect the sale of the machinery and equipment. The Liquidation Analysis also includes recoveries related to the land and buildings based on the Debtors' best estimates for the Chapter 11 and Chapter 7 scenarios, respectively. Similarly to the assumed recoveries for machinery and equipment, the Liquidation Analysis includes a reduction to the estimated recovery rate for the Chapter 7 scenario vs. the Chapter 11 scenario based on a shorter timeframe to effect the sale of the land and buildings.

Note 7:

The balance of intangible assets was approximately $39.3 million as of February 28, 2015 which is primarily based on the book value of the Debtors' brands. The recoveries included in the Liquidation Analysis are based on a third-party trademark appraisal completed in 2015. The Liquidation Analysis includes recoveries that are consistent with the third-party appraisal ranging from approximately 52-64% in the Chapter 11 scenario. The recoveries included in the Liquidation Analysis in the Chapter 7 scenario range from approximately 41-51%, reflecting a reduction in the recoveries vs. the Chapter 11 scenario based on the shorter time frame to effect the sale.

Note 8:

The balance of goodwill was approximately $8.4 million as of February 28, 2015. The Liquidation Analysis includes no recovery for these assets in either the Chapter 7 or Chapter 11 scenarios.

Note 9:

The balance of "other" assets was approximately $5.3 million as of February 28, 2015, and primarily consisted of deferred financing and prepaid insurance. Under both Chapter 7 and Chapter 11 scenarios, the Company is expected to recover none of the balance.

Note 10:

The Liquidation Analysis includes liquidation costs related to activities necessary to administer and wind-down the Debtors' estate, primarily including the following:

- Wind-down costs: The wind-down costs included in the Liquidation Analysis for the Chapter 7 and Chapter 11 scenarios primarily consist of the following expenses:
  - Estimated payroll-related expenses and other operational expenses for manufacturing as well as administrative employees and costs for utilities and other miscellaneous expenses. The Liquidation Analysis includes higher expenses in the Chapter 11 scenario vs. the Chapter 7 scenario primarily due to the continuation of manufacturing activities in the Chapter 11 scenario intended to reflect the costs of converting all remaining inventory to finished goods. In the Chapter 7 scenario, the Liquidation Analysis assumes that the Debtors' manufacturing activities cease immediately and that there are no incremental additions to the finished goods inventory.
  - Estimated professional fees for the necessary financial and legal advisors utilized to facilitate the wind-down of the Debtors' estate. The estimated professional fees are higher in the Chapter 7 scenario as it is assumed that the chapter 7 trustee will hire new advisory professionals who will have less historic knowledge of the Debtors.
  - Estimated residual costs related to final wind-down activities for the Debtors' estate related to continued and final tax filings and legal entity dissolution.
- Trustee fees: For the Chapter 7 scenario, the Liquidation Analysis includes estimated expenses at approximately 3.0% of the net proceeds available for distribution from the sale/wind down of assets/business units, net of cash on hand. For the Chapter 11 scenario, the Liquidation Analysis includes an estimate of approximately $50K a month for the duration of the wind-down.

Note 11:
Includes estimated secured and priority tax claims, as well as administrative claims, including estimated 503(b)9 claims and estimated Worker Adjustment and Retraining Notification ("WARN") Act claims. Estimates of WARN Act claims differ between the Chapter 11 Wind-Down and Chapter 7 Liquidation scenarios given the assumption on conversion of WIP inventory to finished goods inventory under the Chapter 11 scenario. Thus, estimated recoveries for inventory under the Chapter 11 scenario include costs that would offset WARN Act claim amounts. The secured debt claims for the ABL credit facility and term loans are not included in this estimate as they are shown separately.

Note 12:
As of the Petition Date, the Debtors had two outstanding secured debt obligations: (1) approximately $54 million outstanding on an ABL credit facility (including $44 million of outstanding borrowings as of the petition date as well as $10 million of Letters-of-Credit which are assumed to be fully drawn on the petition date), and (2) approximately $249 million outstanding in term loans. The Debtors have paid interest current on both outstanding debt obligations through March 2015.

Note 13:
General unsecured claims are estimated to approximate $87 million, including estimated contract rejection damage claims , trade payables and various other unsecured claims, and does not include any unsecured deficiency claims related to the secured debt. The Liquidation Analysis includes no recovery for general unsecured claimants as there are no residual proceeds available for distribution after satisfying the claims that have priority status as compared to the general unsecured claimants.

Other Notes:

The estimated claims included in the Liquidation Analysis represent the Debtors' best estimates. Actual claims asserted against the Debtors in a Chapter 7 or Chapter 11 liquidation scenario may differ materially as compared to those included in the Liquidation Analysis.

The estimated claims included in the Liquidation Analysis do not include unliquidated claims yet to be asserted.

The estimated claims included in the Liquidation Analysis include estimated lease rejection damage claims for several of the Debtors' facility leases, and a general contract rejection damages claim contingency amount of $10 million for unspecified rejection damage claims. Actual rejection damage claims asserted against the Debtors in either the Chapter 7 or Chapter 11 scenarios may differ materially from the estimates included in the Liquidation Analysis.

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount and classification, and to amend or modify the treatment, of any Claim or Interest.

EXHIBIT D TO THE DISCLOSURE STATEMENT

UNAUDITED VALUATION ANALYSIS

VALUATION ANALYSIS

EveryWare has been advised by Jefferies LLC ("Jefferies") with respect to the estimated value of EveryWare's operations on a going-concern basis (the "Enterprise Value"). Jefferies has concluded that the Enterprise Value of EveryWare, as of an assumed effective date of June 1, 2015 (the "*Assumed Effective Date*"), will range from approximately $165 million to approximately $225 million, with a midpoint of approximately $195 million. The foregoing valuation is based on a number of assumptions, including the reorganization of EveryWare's business and finances in a timely manner as proposed, the achievement of the forecasts reflected in the projections, the continuation of current economic and market conditions through the Effective Date and the Plan of Reorganization becoming effective in accordance with its terms. Many of the assumptions are beyond the control of EveryWare and their management. Jefferies' estimate of the Enterprise Value does not constitute an opinion as to fairness from a financial point of view of the consideration to be received under the Plan of Reorganization or of the terms and provisions of the Plan of Reorganization.

Although Jefferies conducted a review and analysis of EveryWare's business, operating assets and liabilities and business plan, and conducted such other studies, analyses, inquiries and investigations as it deemed appropriate, it assumed and relied upon, but has not assumed any responsibility to investigate or verify, the accuracy and completeness of all financial and other information that was supplied or otherwise made available to it by EveryWare as well as publicly available information.

THE ESTIMATED RANGE OF THE ENTERPRISE VALUE, AS OF AN ASSUMED EFFECTIVE DATE OF JUNE 1, 2015, REFLECTS WORK PERFORMED BY JEFFERIES ON THE BASIS OF INFORMATION AVAILABLE TO JEFFERIES CURRENT AS OF APRIL 1, 2015. ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY AFFECT JEFFERIES' CONCLUSIONS, NONE OF JEFFERIES, EVERYWARE HAVE ANY OBLIGATION TO UPDATE, REVISE OR REAFFIRM JEFFERIES' ESTIMATE OR THE UNDERLYING INFORMATION PROVIDED TO JEFFERIES BY EVERYWARE.

The above-described estimate of the Enterprise Value of EveryWare reflects the application of various valuation analyses and does not purport to reflect or constitute an appraisal, liquidation value or estimate of the actual market value that may be realized through the sale of any asset or the securities to be issued pursuant to the Plan of Reorganization, which may be significantly different from the amounts set forth herein. BECAUSE THE ESTIMATED RANGE OF THE ENTERPRISE VALUE SET FORTH HEREIN IS INHERENTLY SUBJECT TO UNCERTAINTIES, NONE OF EVERYWARE, JEFFERIES OR ANY OTHER PERSON ASSUMES RESPONSIBILITY FOR ITS ACCURACY.

Valuation Methodology

Jefferies has employed three generally accepted valuation methodologies in estimating the Enterprise Value of EveryWare: publicly traded company analysis, precedent M&A transaction analysis, and discounted cash flow analysis. Jefferies' estimated valuation must be considered as a whole and selecting just one methodology or portions of the analysis, without considering the analysis as a whole, could create a misleading or incomplete conclusion.

a) Publicly Traded Company Analysis

The publicly traded company analysis is based on the enterprise values of publicly traded companies that have operating characteristics similar to EveryWare's operating business. Under this methodology, financial multiples and ratios were developed to measure each company's valuation and relative performance. Some of the specific analysis entailed comparing the enterprise value for each publicly traded company to their projected revenue and EBITDA. The publicly traded company analysis then applies a range of multiples to EveryWare's projected revenue and EBITDA.

A key factor to this approach is the selection of companies with relatively similar businesses and operational characteristics to EveryWare. Common criteria for selecting comparable companies for the analysis include, among other relevant characteristics, similar products, similar lines of business, methods of product and service distribution, key business drivers, business risks, growth prospects, market presence, size and scale of operations. The selection of truly comparable companies is often difficult and subject to judgment. In performing the publicly traded company analysis, Jefferies deemed multiples of projected revenue and EBITDA for 2015 and 2016 most relevant for analyzing the peer group.

b) Precedent M&A Transaction Analysis

The precedent M&A transaction analysis is based on publicly announced merger and acquisition transactions involving companies that have operating and financial characteristics similar to EveryWare's operating business. Specifically, the precedent M&A transaction analysis examines the purchase price in comparable acquisitions as a multiple of the subject companies' key operating statistics and then applies a range of multiples to the Company's performance.

Jefferies evaluated various recent merger and acquisition transactions that have occurred in the industry segments referred to in the publicly traded company analysis discussion above. The same factors were used in selecting precedent acquisitions as in the publicly traded company analysis. Again, the selection of truly comparable transactions is often difficult and subject to judgment. In addition, specific aspects relating to each particular transaction, such as (among others) the seller's goals and financial position, the acquirer's plan for the business and the negotiating dynamic at the time of the transaction could impact the relevance of the valuation multiple to EveryWare's valuation. In performing the precedent M&A transaction analysis, latest twelve months enterprise value multiples were utilized to determine a range of implied enterprise values for EveryWare.

c) Discounted Cash Flow Analysis

The discounted cash flow analysis relates the value of an asset or business to the present value of expected future cash flows generated by that asset or business. The discounted cash flow analysis discounts the expected future cash flows by a theoretical or observed discount rate, in this case determined by estimating the cost of equity for the subject company based upon analysis of similar publicly traded companies and a cost of debt based on the rate of EveryWare's post-reorganized debt obligations. This approach has two components: (i) calculating the present value of the projected unlevered after-tax free cash flows for a determined period and (ii) adding the present value of the terminal value of cash flows. The terminal value represents the portion of enterprise value that lies beyond the time horizon of the available projections.

In performing the discounted cash flow analysis, Jefferies made assumptions for (i) the weighted average cost of capital (the "*Discount Rate*"), which is used to calculate the present value of future cash flows; and (ii) the terminal EBITDA multiple, which was used to determine the terminal value of EveryWare. Jefferies used a range of Discount Rates for EveryWare, which reflects a number of company and market-specific factors, and is calculated based on the cost of capital for companies that Jefferies deemed similar. In determining EBITDA terminal multiples, Jefferies relied upon various analyses including, among other things, the range of EBITDA trading multiples of projected performance for the next twelve month period of selected publicly traded companies that Jefferies deems to be similar to EveryWare.

This approach relies on EveryWare's ability to project future cash flows with some degree of accuracy. Because the projections reflect significant assumptions made by EveryWare's management concerning anticipated results, the assumptions and judgments used in the projections may or may not prove correct and, therefore, no assurance can be provided that projected results are attainable or will be realized.

Valuation Considerations

An estimate of total enterprise value is not entirely mathematical, but rather it involves complex considerations and judgments concerning various factors that could affect the value of an operating business. Moreover, the value of an operating business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial conditions and prospects of such a business. As a result,

the estimate of total Enterprise Value set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Because such estimates are inherently subject to uncertainties, neither EveryWare, Jefferies or any other person assumes responsibility for their accuracy. Depending on the results of EveryWare's operations or changes in the financial markets, Jefferies' valuation analysis as of the Effective Date may differ from that disclosed herein. In addition, the valuation of newly issued securities is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things, prevailing interest rates, conditions in the financial markets, the anticipated initial securities holdings of prepetition creditors, some of which may prefer to liquidate their investment rather than hold it on a long-term basis, and other factors that generally influence the prices of securities. Actual market prices of such securities also may be affected by EveryWare's history in chapter 11, conditions affecting EveryWare's competitors or the industry generally in which EveryWare participates or by other factors not possible to predict. Accordingly, the total Enterprise Value estimated by Jefferies does not necessarily reflect, and should not be construed as reflecting values that will be attained in the public or private markets. The value ascribed in the analysis does not purport to be an estimate of the post reorganization market trading value. Such trading value may be materially different from the total enterprise value ranges associated with Jefferies' valuation analysis. Indeed, there can be no assurance that a trading market will develop for the new interests issued pursuant to the reorganization.