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

In re:

GMG CAPITAL PARTNERS III, L.P. *et al.*,¹

Debtors.

Chapter 11

Case No. 13-12937 (SMB)
Jointly Administered

PLAN SUPPLEMENT

TO THE HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE:

This Plan Supplement contains documents and schedules filed in connection with the Second Amended Joint Chapter 11 Plan of Debtors GMG Capital Partners III, L.P., and GMG Capital Partners III Companion Fund, L.P., dated June 26, 2015 (the “Plan”).² Included in the Plan Supplement are the following:

Exhibit 1 – Escrow Agreement

Exhibit 2 – Form of Agreement between Debtors and Non-Debtor Affiliates

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: (i) GMG Capital Partners III, L.P. (9146); (ii) GMG Capital Partners III Companion Fund, L.P. (0603); GMG Capital Investments, LLC (9144); and (iv) GMS Capital Partners II, L.P. (8938).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

EXHIBIT 1

Execution Version

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into and effective this 29th day of June, 2015, by and among the persons listed on Schedule 1 to this Escrow Agreement (collectively the "Funders", and each individually, a "Funder"), GMG Capital Partners III, LP, a Delaware limited partnership ("GMG III"), GMG Capital Partners III Companion Fund, L.P., a Delaware limited partnership ("GMG Companion") (GMG III and GMG Companion, each, a "Debtor" and collectively, the "Debtors"; the Debtors and the Funders are collectively referred to herein as the "Parties", and each individually, a "Party") and U.S. Bank National Association, a national banking association, as escrow agent ("Escrow Agent").

WHEREAS, the Parties and the Escrow Agent are party to the Funding and Security Agreement, dated as of June 29, 2015 (as amended or otherwise modified from time to time, the "Funding Agreement"), pursuant to which the Funders agree to make the Contribution to the Debtors on the terms and conditions set forth therein (capitalized terms used herein without definition have the meaning given to such terms in the Funding Agreement);

WHEREAS, the Debtors will seek to confirm a plan of reorganization that is acceptable to the Funders and confirmed by the United States Bankruptcy Court (the "Approved Plan"); and

WHEREAS, in accordance with the Funding Agreement and the Approved Plan, the Parties have agreed to establish an escrow fund, providing for the delivery on the Closing Date to the Escrow Agent (i) the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (the "Contribution Amount") and (ii) the certificates evidencing the Pledged Shares and the related undated powers and endorsements duly executed in blank (the "Stock Collateral"), the proceeds of each of which shall be held and distributed by the Escrow Agent in accordance with the terms and conditions of this Escrow Agreement (which will hereby incorporate the distributions in the Approved Plan) (the Contribution Amount, the Stock Collateral, the Additional Collateral (as defined below) and the proceeds thereof are collectively referred to herein as the "Escrow Fund"). The Escrow Fund shall be comprised of (a) an amount equal to \$75,000 (such amount, as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon, the "Indemnity Escrow Amount") to be deposited in a separate escrow account held by the Escrow Agent (the "Indemnity Escrow Account"), (b) an amount equal to \$6,425,000 (such amount, as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon, the "Contribution Escrow Amount") to be deposited in a separate escrow account held by the Escrow Agent (the "Contribution Escrow Account"), and (c) the Stock Collateral and such other property now or hereafter acquired by the Debtors that is required to be turned over to the Escrow Agent pursuant to the Approved Plan (such other property, the "Additional Collateral") and the amount of the proceeds thereof from time to time upon any Realization Event (such amount and any other amounts deposited with the Escrow Agent with respect to the Additional Collateral, in each case as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon, the "Realization Escrow Amount") to be deposited in a separate escrow account held by the Escrow Agent (the "Realization Escrow Account", and collectively with the Indemnity Escrow Account and the Contribution Escrow Account, the "Escrow Account");

NOW, THEREFORE, in consideration of the premises herein, the Parties and the Escrow Agent agree as follows:

I. Terms and Conditions

- 1.1. The Parties hereby appoint and designate U.S. Bank National Association as the Escrow Agent, to receive, hold, and distribute the Escrow Fund in accordance with the terms of this Escrow Agreement and the Approved Plan. The Escrow Agent hereby accepts its appointment as the escrow agent and agrees to hold, administer, invest, and disburse the Escrow Fund in accordance with the terms hereof.
- 1.2. In accordance with Section 2.2 of the Funding Agreement, prior to 11:00 a.m. (New York time) on the Closing Date, the Funders shall remit the Contribution Amount to the Escrow

Agent, using the wire instructions provided by the Escrow Agent in writing to the Funders, to be held by the Escrow Agent in the Contribution Escrow Account.

Immediately after receipt of such funds from the Funders, on the Closing Date, the Escrow Agent shall disburse funds from the Contribution Escrow Account in accordance with the Closing Date Funds Flow provided in Schedule 2 to this Escrow Agreement, but only to the extent that funds are collected and available.

- 1.3. Within two Business Days following notice from the Debtors or the Funders of each Realization Event and receipt of an applicable Approved Funder Schedule (as defined below), the Escrow Agent shall disburse funds from the Realization Escrow Account to be applied in accordance with Section 2.5(a) of the Funding Agreement. Disbursements to each Funder shall be made in accordance with such Approved Funder Schedule, and shall be made to the account specified in writing by such Funder to the Escrow Agent at least ten Business Days prior to such disbursement. For purposes of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth in Section 4.5 is authorized or required by law or executive order to remain closed.
- 1.4. Within two Business Days following the earlier of (i) the Final Maturity Date or (ii) the date that the Contribution otherwise becomes due and payable under the Funding Agreement, in either case as notified in writing by the Requisite Funders to the Escrow Agent, whether by acceleration of the Obligations pursuant to Section 8.2 of the Funding Agreement or otherwise, the Escrow Agent shall disburse all remaining funds from the Realization Escrow Account to be applied in accordance with Section 2.5(b) of the Funding Agreement (with disbursements to the Funders to be made in accordance with an Approved Funder Schedule and to the account specified in writing by such Funder to the Escrow Agent at least ten Business Days prior to such disbursement).
- 1.5. The Escrow Agent, on behalf of the Funders, shall record on its books and records the amount of the Contribution made, the applicable return rate as specified on each Approved Funder Schedule, all payments of principal and returns thereon and the principal balance thereof from time to time outstanding. Any failure to so record or any error in doing so shall not, however, provide the basis for any claim against the Escrow Agent.
- 1.6. The Escrow Agent may take such other actions as permitted under the Funding Agreement, including such actions as directed by the Funders, the Requisite Funders or counsel for the Funders (on behalf of the Funders or the Requisite Funders) in accordance with the Funding Agreement.
- 1.7. After the Closing Date but prior to the Termination Date (as defined in the Funding Agreement), each determination of a return rate or the amount of a distribution under this Escrow Agreement shall be calculated by counsel for the Funders and, after the Funders have approved such calculations, submitted on a schedule to the Escrow Agent, and such schedule shall be conclusive, binding and final for all purposes, absent manifest error. Two Business Days prior to any such disbursement from the Escrow Account, counsel for the Funders shall provide the Funders a schedule setting forth the respective amounts of such disbursements and the calculations for such amounts determined in accordance with the Funding Agreement, and each Funder shall promptly indicate to their counsel whether it agrees with the applicable disbursement amounts on such schedule (each such schedule, as approved by the Funders, an "Approved Funder Schedule"). Notwithstanding anything herein to the contrary, if the Escrow Agent does not receive an Approved Funder Schedule with respect to such disbursement by the date such disbursement was to be made, the Escrow Agent shall continue to hold the amount of such disbursement in the Escrow Account until such later date on which it receives such Approved Funder Schedule.
- 1.8. After the Termination Date (as defined in the Funding Agreement), as notified in writing by the Requisite Funders to the Escrow Agent, the Escrow Agent shall disburse funds from the Realization Escrow Account to be applied in accordance with the Approved Plan. Two Business Days prior to any such disbursement from the Realization Escrow Account, counsel

for the Funders shall provide counsel for the Debtors a schedule setting forth the respective amounts of such disbursements and the calculations for such amounts determined in accordance with the Approved Plan, and counsel for the Debtors shall promptly indicate to counsel for the Funders whether it agrees with the applicable disbursement amounts on such schedule (each such schedule, as approved by counsel for the Debtors, an "Approved Debtor Schedule"). Notwithstanding anything herein to the contrary, if the Escrow Agent does not receive an Approved Debtor Schedule with respect to such disbursement by the date such disbursement was to be made, the Escrow Agent shall continue to hold the amount of such disbursement in the Realization Escrow Account until such later date on which it receives such Approved Debtor Schedule.

II. Provisions as to Escrow Agent

- 2.1. This Escrow Agreement expressly sets forth the duties of the Escrow Agent with respect to any and all matters pertinent to the Escrow Account, which duties shall be deemed purely ministerial in nature, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall in no event be deemed to be a fiduciary to any Party or any other person or entity under this Escrow Agreement. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform its duties, the Escrow Agent shall not be liable for any damages, losses or expenses other than damages, losses or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Escrow Agent's willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Escrow Agreement.
- 2.2. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.
- 2.3. This Escrow Agreement and the Funding Agreement (which incorporate the distributions in the Approved Plan) constitute the entire agreement between the Escrow Agent and the Parties in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between the Parties, or any of them, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof.
- 2.4. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any Party or any other person or entity interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith unless such notice is explicitly provided for in this Escrow Agreement or the Funding Agreement.
- 2.5. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of

this Escrow Agreement and items amending the terms of this Escrow Agreement. The Escrow Agent shall be under no duty or obligation to inquire into or investigate the validity, accuracy or content of any such notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document.

- 2.6. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent shall be entitled to seek the advice of legal counsel with respect to any matter arising under this Escrow Agreement or the Funding Agreement, and the Escrow Agent shall have no liability and shall be fully protected with respect to any action taken or omitted pursuant to the advice of such legal counsel. The Escrow Agent shall be reimbursed for the reasonable and documented fees and expenses of any such legal counsel in accordance with Article III of this Escrow Agreement.
- 2.7. In the event of any disagreement between any of the Parties, or between any of them and any other person or entity, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any Party or other person or entity for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of the Parties and all other interested persons and entities shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the Parties and all other interested persons and entities, and the Escrow Agent shall have been notified thereof in writing signed by the Parties and all such persons and entities. Notwithstanding the preceding, the Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision of any thereof, and the Escrow Agent is hereby authorized in its sole discretion to comply with and obey any such orders, judgments, decrees or levies. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

In the event of any disagreement or doubt, as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all funds and property held under this Escrow Agreement, and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the Parties agree that the Escrow Agent shall be discharged from all further duties under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder.

- 2.8. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.
- 2.9. The Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the Parties. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. In such event, the Requisite Funders shall promptly appoint a successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent

shall thereupon be relieved of all further duties and obligations under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

- 2.10. The Escrow Agent and any director, officer or employee of the Escrow Agent may become pecuniarily interested in any transaction in which any of the Parties may be interested and may contract and lend money to any Party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any Party.

III. Compensation of Escrow Agent; Indemnification of Escrow Agent

- 3.1. The Debtors jointly and severally agree to pay to the Escrow Agent compensation, and to reimburse the Escrow Agent for costs and expenses, all in accordance with the provisions of **Exhibit B** hereto, which is incorporated herein by reference and made a part hereof. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated by the Debtors for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. All such payments under this Section 3.1 shall be made in accordance with Section 3.3.
- 3.2. The Debtors jointly and severally agree to indemnify, defend and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "Losses") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as Escrow Agent hereunder; provided, however, (i) that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been directly caused by such Indemnified Party's gross negligence or willful misconduct and (ii) any indemnification payments shall be made in accordance with Section 3.3.
- 3.3. Any payment of fees, costs, expenses or indemnification amounts to the Escrow Agent hereunder or under the Funding Agreement shall be debited by the Escrow Agent, on the date when due, from, first, the Indemnity Escrow Account (including the earnings and interest accrued thereon) until no funds remain therein and, thereafter, from the Realization Escrow Account (including the earnings and interest accrued thereon), and the Escrow Agent shall have and is hereby granted the right to set off and deduct such amounts from such accounts.
- 3.4. The Escrow Agent shall have, and is hereby granted, a prior lien upon and first priority security interest in the Escrow Fund (and the earnings and interest accrued thereon) with respect to its unpaid fees, non-reimbursed costs and expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and without judicial action to foreclose such lien and security interest.
- 3.5. The provisions of this Article III shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

IV. Miscellaneous

- 4.1. The Escrow Agent shall make no disbursement, investment or other use of funds from the Indemnity Escrow Account, the Contribution Escrow Account or the Realization Escrow Account until and unless it has collected funds in such account. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given the Escrow Agent credit for the funds.
- 4.2. Based upon the Parties' prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule 4 hereto. The Parties may provide written instructions changing the investment of the Escrow Funds to the Escrow Agent; provided, however, that no investment or reinvestment may be made except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America; (b) U.S. dollar denominated deposit accounts and certificates of deposits issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which such deposits are either (i) insured by the Federal Deposit Insurance Corporation or a similar governmental agency, or (ii) with domestic commercial banks which have a rating on their short- term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (c) repurchase agreements with any bank, trust company, or national banking association (including the Escrow Agent and its affiliates); or (d) institutional money market funds, including funds managed by the Escrow Agent or any of its affiliates; provided that the Escrow Agent will not be directed to invest in investments that the Escrow Agent in its sole discretion determines are not consistent with the Escrow Agent's policy or practices. The Parties acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.
- 4.3. The Escrow Agent shall provide monthly reports of transactions and holdings to the Parties as of the end of each month, at the address provided by the Parties in Section 4.5. At the request of the Requisite Funders from time to time, the Escrow Agent shall provide to the Funders reports of the amounts, applicable rates, payments and other items described in Section 2.4(d) of the Funding Agreement.
- 4.4. The Parties agree that all interest and income from the investment of the funds in the Escrow Account shall be reported as having been earned by the Debtors as of the end of each calendar year whether or not such income was disbursed during such calendar year and to the extent required by the Internal Revenue Service. On or before the execution and delivery of this Escrow Agreement, each of the Parties shall provide to the Escrow Agent a completed Form W-9 or Form W-8, whichever is appropriate. Notwithstanding anything to the contrary herein provided, except for the delivery of Form 1099's, the Escrow Agent shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held in the Escrow Account or any income earned thereon. With respect to the preparation and delivery of Form 1099's and all matters pertaining to the reporting of earnings on funds held in the Escrow Account, the Escrow Agent shall be entitled to request and receive written instructions from the Debtors, in each case confirmed by the Requisite Funders, and the Escrow Agent shall be entitled to rely conclusively and without further inquiry on such confirmed written instructions. The Debtors, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Account or any earnings or interest thereon unless such tax, late payment, interest, penalty or other cost or expense was finally adjudicated by a court of competent jurisdiction to have been directly caused by the gross negligence or willful misconduct of the Escrow Agent; provided, however, that any indemnification payments under this section shall be made in accordance with Section 3.3. The indemnification provided in this section is in addition to the indemnification provided in Section 3.2 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

- 4.5. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by electronic mail to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by United States mail, postage prepaid, or by certified mail, return receipt requested and postage prepaid, in each case to the appropriate address set forth below or at such other address as any party hereto may have furnished to the other parties hereto in writing :

If to Escrow Agent: U.S. Bank National Association, as Escrow Agent
Attention: Christopher Grell, Vice President, Global Corporate
Trust Services, New York
100 Wall Street, 16th floor
New York, NY 10005
Facsimile: 212-809-4993
Email: Christopher.Grell@usbank.com

*with a copy (which shall not constitute notice to Escrow Agent)
to:*

Moritt Hock & Hamroff LLP
400 Garden City Plaza
Garden City, NY 11530
Attention: Brett P. Garver, Esq.
Facsimile: 516-873-2010
Email: bgarver@moritthock.com

If to the Funders: The notice information set forth on Schedule 3 to this Escrow
Agreement.

with a copy (which shall not constitute notice to the Funders) to:

King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
Attention: Arthur Steinberg
Facsimile: 212-556-2222
Email: asteinberg@kslaw.com; jasher@kslaw.com

If to the Debtors: GMG Capital Partners III, LP, and GMG Capital Partners III
Companion Fund, L.P
115 East 34th Street, # 1849
New York, NY 10016
Attention: Jeffrey Gilfix
Phone: 917-337-1319
E-mail: jlg@gmgpartners.net

Any party hereto may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party hereto. Notwithstanding

anything to the contrary herein provided, the Escrow Agent shall not be deemed to have received any notice, request, report or other communication hereunder prior to the Escrow Agent's actual receipt thereof.

- 4.6. This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of New York. Except as permitted in Section 2.8 or 2.9 of this Escrow Agreement or in connection with an assignment permitted in Section 10.1 of the Funding Agreement, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the Parties and the Escrow Agent and their respective successors, heirs and permitted assigns.
- 4.7. Any legal action or proceeding with respect to this Escrow Agreement shall be brought exclusively in the United States Bankruptcy Court for the Southern District of New York and, by execution and delivery of this Escrow Agreement, each Debtor hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Notwithstanding the foregoing, the Escrow Agent and the Funders shall have the right to bring any action or proceeding against any Debtor (or any Property of such Debtor) in the court of any other jurisdiction the Escrow Agent or the Funders deem necessary or appropriate in order to realize on the Collateral or other security for the Obligations. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.
- 4.8. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the Parties and the Escrow Agent.
- 4.9. If any provision of this Escrow Agreement shall be held or deemed to be or shall in fact be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- 4.10. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.
- 4.11. Upon completion of the distributions contemplated in this Escrow Agreement, but prior to the release of any funds remaining in the Indemnity Escrow Account, counsel for the Funders will apply to the United States Bankruptcy Court for an order discharging and releasing the Escrow Agent from all obligations hereunder and under the Funding Agreement to the satisfaction of the Escrow Agent. This Escrow Agreement shall terminate after (i) the Termination Date (as defined in the Funding Agreement) has occurred, (ii) the final disbursement of the remaining funds and property in the Escrow Account has been made in accordance with the terms hereof and (iii) the Escrow Agent has received such order of the United States Bankruptcy Court. Upon the termination of this Escrow Agreement and the disbursement of all of the funds and property held hereunder, this Escrow Agreement shall be of no further effect except that the provisions of Article III and Section 4.4 shall survive such termination.
- 4.12. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.
- 4.13. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

- 4.14. If requested by the Escrow Agent from time to time after the execution and delivery of this Escrow Agreement, each of the Parties shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit A-1 and A-2 hereto, as applicable (a "Certificate of Incumbency"), for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Escrow Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered by the Parties to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.
- 4.15. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Each Party acknowledges that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each party agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which the Escrow Agent is subject, in a timely manner. The Escrow Agent in its discretion may require the foregoing information from additional parties prior to the release of any funds.
- 4.16. Notwithstanding the date set forth in the introductory paragraph of this Escrow Agreement, the Escrow Agent shall not, and shall not be deemed to, have had any duty or obligation of any kind or nature express or implied prior to the date on which the Contribution Amount is deposited with the Escrow Agent.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

U.S. Bank National Association, as Escrow Agent


By: _____

Name: Christopher J. Grell

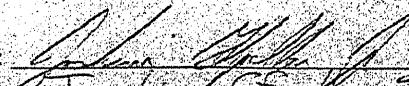
Title: Vice President

Date: July 8, 2015

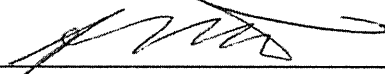
GMG Capital Partners III, LP, as a Debtor

By: 
Name: Joachim Goetter, Jr.
Title: Manager, GMG Capital Investments, LLC, its General Partner

GMG Capital Partners III Companion Fund, L.P., as a Debtor

By: 
Name: Joachim Goetter, Jr.
Title: Manager, GMG Capital Investments, LLC, its General Partner

LJR Limited Partnership, as a Funder

By:  _____

Name: Steven L .Nutt

Title: President

MORELAND MANAGEMENT CO.
NON-MEMBER MANAGER OF THE
GENERAL PARTNERS OF THE LJR
LIMITED PARTNERSHIP

Eli P. Boufis, as a Funder

By: _____

Name: _____

Title: _____

Richard H. Driehaus, as a Funder

By: _____

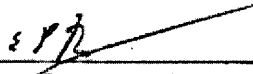
Name: _____

Title: _____

LJR Limited Partnership, as a Funder

By: _____
Name: _____
Title: _____

Eli P. Boufis, as a Funder

By:  _____
Name: Eli Boufis
Title: Funder

Richard H. Driehaus, as a Funder

By: _____
Name: _____
Title: _____

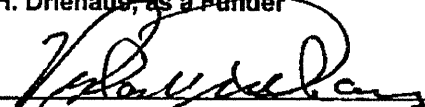
LJR Limited Partnership, as a Funder

By: _____
Name: _____
Title: _____

Eli P. Boufis, as a Funder

By: _____
Name: _____
Title: _____

Richard H. Driehaus, as a Funder

By:  _____
Name: Richard H. Driehaus
Title: _____

**Barbara B. Baiser and Ronald D. Baiser (Joint Tenants with
Right of Survivorship), as a Funder**

By: [Signature]
Name: Barbara B. Baiser & Ronald D. Baiser
Title: Joint Tenants w/ Right of Survivorship

J. Donald Childress, as a Funder

By: _____
Name: _____
Title: _____

Jack David, as a Funder

By: _____
Name: _____
Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By: _____
Name: _____
Title: _____

**Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a
Funder**

By: _____
Name: _____
Title: _____

The McCamish Group, LLC, as a Funder

By: _____
Name: _____
Title: _____


Barbara B. Baiser and Ronald D. Baiser (Joint Tenants with Right of Survivorship), as a Funder

By: _____

Name: _____

Title: _____

J. Donald Childress, as a Funder

By:  _____

Name: _____

Title: _____

Jack David, as a Funder

By: _____

Name: _____

Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By: _____

Name: _____

Title: _____

Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a Funder

By: _____

Name: _____

Title: _____

The McCamish Group, LLC, as a Funder

By: _____

Name: _____

Title: _____

**Barbara B. Balser and Ronald D. Balser (Joint Tenants with
Right of Survivorship), as a Funder**

By: _____
Name: _____
Title: _____

J. Donald Childress, as a Funder

By: _____
Name: _____
Title: _____

Jack David, as a Funder

By: Jack David
Name: _____
Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By: _____
Name: _____
Title: _____

**Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a
Funder**

By: _____
Name: _____
Title: _____

The McCamish Group, LLC, as a Funder

By: _____
Name: _____
Title: _____

**Barbara B. Balsler and Ronald D. Balsler (Joint Tenants with
Right of Survivorship), as a Funder**

By: _____
Name: _____
Title: _____


J. Donald Childress, as a Funder

By: _____
Name: _____
Title: _____

Jack David, as a Funder

By: _____
Name: _____
Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By:  _____
Name: Steven L Nutt
Title: Authorized Signer

**Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a
Funder**

By: _____
Name: _____
Title: _____

The McCamish Group, LLC, as a Funder

By: _____
Name: _____
Title: _____

Barbara B. Balser and Ronald D. Balser (Joint Tenants with
Right of Survivorship), as a Funder

By: _____
Name: _____
Title: _____

J. Donald Childress, as a Funder

By: _____
Name: _____
Title: _____

Jack David, as a Funder

By: _____
Name: _____
Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By: _____
Name: _____
Title: _____

Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a
Funder

By: *Lawrence J. Berkowitz, Trustee*
Name: LAWRENCE J. BERKOWITZ
Title: TRUSTEE

The McCamish Group, LLC, as a Funder

By: _____
Name: _____
Title: _____

**Barbara B. Baiser and Ronald D. Baiser (Joint Tenants with
Right of Survivorship), as a Funder**

By: _____
Name: _____
Title: _____

J. Donald Childress, as a Funder

By: _____
Name: _____
Title: _____

Jack David, as a Funder

By: _____
Name: _____
Title: _____

RDM of Wyoming, LLC Series 2006-A, as a Funder

By: _____
Name: _____
Title: _____

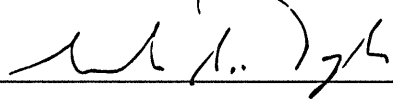
**Goodson/Berkowitz Living Trust U/T/D 6/23/2003, as a
Funder**

By: _____
Name: _____
Title: _____

The McCamish Group, LLC, as a Funder

By: Ronald E. Murray
Name: RONALD E. MURRAY
Title: VICE PRESIDENT

Mark K. Taylor, as a Funder

By:  _____

Name: _____

Title: _____

Shruti Bansal, as a Funder

By: _____

Name: _____

Title: _____

Svetlana M. Loshakov, as a Funder

By: _____

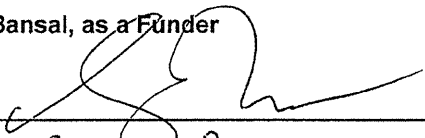
Name: _____

Title: _____

Mark K. Taylor, as a Funder

By: _____
Name: _____
Title: _____

Shruti Bansal, as a Funder

By:  _____
Name: SHRUTI BANSAL
Title: _____

Svetlana M. Loshakov, as a Funder

By: _____
Name: _____
Title: _____


Mark K. Taylor, as a Funder

By: _____
Name: _____
Title: _____

Shruti Bansal, as a Funder

By: _____
Name: _____
Title: _____

Svetlana M. Loshakov, as a Funder

By:  _____
Name: Svetlana M. Loshakov
Title: _____

SCHEDULE 1

List of Funders

<u>Name of Funder</u>
LJR Limited Partnership
Eli P. Boufis
Richard H. Driehaus
Barbara B. Balser and Ronald D. Balser (Joint Tenants with Right of Survivorship)
J. Donald Childress
Jack David
RDM of Wyoming, LLC Series 2006-A
Goodson/Berkowitz Living Trust U/T/D 6/23/2003
The McCamish Group, LLC
Mark K. Taylor
Shruti Bansal
Svetlana M. Loshakov

SCHEDULE 2

**Closing Date Funds Flow
(Disbursement Schedule)**

[Please see attached.]

SCHEDULE 3

Funders' Notice Information

Funder:	LJR Limited Partnership
Contact (if someone other than Funder):	Steven L. Nutt
Address:	c/o Moreland Management Company 6095 Parkland Boulevard, Suite 300 Mayfield Heights, Ohio 44124
Phone:	440-995-5200
Fax:	440-995-1530
Email:	Capital Calls/Distributions: capitalcalls@mmcoho.com General Correspondence: investmentinfo@mmcoho.com

Funder:	Elias P. Boufis
Contact (if someone other than Funder):	
Address:	1201 S Prairie Ave, Unit 5301 Chicago, IL 60605
Phone:	312-932-3602
Fax:	
Email:	eboufis@driehauspe.com

Funder:	Richard H. Driehaus
Contact (if someone other than Funder):	
Address:	25 East Erie Street Chicago IL, 60611
Phone:	(312) 587-3897
Fax:	
Email:	krodgers@driehaus.com

Funder:	Barbara B. Balser and Ronald D. Balser (Joint Tenants with Right of Survivorship)
Contact (if someone other than Funder):	Ronald D. Balser & Barbara B. Balser
Address:	7575 Pelican Bay Blvd., Apt. 1807PH Naples, FL 34108
Phone:	404 307-6444
Fax:	866 785-1798
Email:	rbalser@balserllc.com bbalser@balserllc.com

Funder:	J. Donald Childress
Contact (if someone other than Funder):	
Address:	1414 Indian Trail NW Atlanta, Ga. 30327
Phone:	770-859-1200
Fax:	
Email:	Don.Childress@childressklein.com

Funder:	Jack David
Contact (if someone other than Funder):	
Address:	351 Bruning Road New Hartford, CT 06057
Phone:	860 -379-3137
Fax:	jack@jackdavid.net
Email:	jack@jackdavid.net

Funder:	RDM of Wyoming, LLC Series 2006-A
Contact (if someone other than Funder):	Steven L. Nutt
Address:	c/o Moreland Management Company 6095 Parkland Boulevard, Suite 300 Mayfield Heights, Ohio 44124
Phone:	440-995-5200
Fax:	440-995-1530
Email:	Capital Calls/Distributions: capitalcalls@mmcoho.com General Correspondence: investmentinfo@mmcoho.com

Funder:	Goodson/Berkowitz Living Trust U/T/D 6/23/2003
Contact (if someone other than Funder):	Lawrence Jay Berkowitz (Trustee)
Address:	541 S. Rossmore Avenue
	Los Angeles, CA 90020
Phone:	323-935-2366
Fax:	353-933-3472
Email:	lberkowitz1@gmail.com lawrenceberkowitz1@gmail.com

Funder:	The McCamish Group, LLC
Contact (if someone other than Funder):	Rance E. Murray
Address:	3290 Northside Pkwy, Suite 870
	Atlanta, GA 30327
Phone:	404-978-1904
Fax:	
Email:	rmurray@mccamishgroup.com

Funder:	Mark K. Taylor
Contact (if someone other than Funder):	
Address:	750 Park Avenue, Apt. #39W
	Atlanta, GA 30326
Phone:	(404) 840-5416 (cell) (404) 237-3575 (home) (404) 250-3242 (office)
Fax:	
Email:	mktaylor1@mac.com

Funder:	Shruti Bansal
Contact (if someone other than Funder):	
Address:	5 Chester Street
	Newton Highlands, MA 02461
Phone:	617-817-4888
Fax:	
Email:	sb@mmcmass.com

Funder:	Svetlana M. Loshakov
Contact (if someone other than Funder):	
Address:	2788 Max Court
	Twinsburg, OH 44087
Phone:	330-487-0702
Fax:	
Email:	sml@mmcoho.com

SCHEDULE 4

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

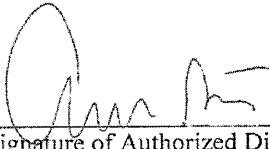
U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

(Insert name of entity directing investment)


Signature of Authorized Directing Party
beneficiary of Funding Group

SEI # 237874000, 237874001 & 237874002

Trust Account Number – includes existing
and future sub-accounts unless otherwise directed
Ticker #DDAFC5
CUSIP# 9AMMF05B2

7/13/15
Title / Date

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives of the Funder Named Below)¹

Client Name: _____

As an Authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

Date

By: _____

Name: _____

Its: _____


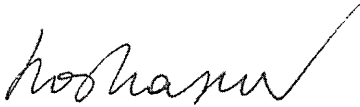

¹ To be completed by each Funder.

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives of the Funder Named Below)¹

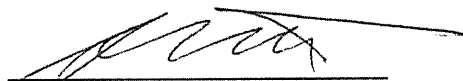
Client Name: LJR Limited Partnership

As an Authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number</u>
Steven L. Nutt	President		440-995-5200
	MORELAND MANAGEMENT CO. NON-MEMBER MANAGER OF THE GENERAL PARTNERS OF THE LJR LIMITED PARTNERSHIP		
Svetlana M. Loshakov	Secretary		440-995-5200
	MORELAND MANAGEMENT CO. NON-MEMBER MANAGER OF THE GENERAL PARTNERS OF THE LJR LIMITED PARTNERSHIP		
Diane O. Malarik	Treasurer		440-995-5200
	MORFLAND MANAGEMENT CO. NON-MEMBER MANAGER OF THE GENERAL PARTNERS OF THE LJR LIMITED PARTNERSHIP		

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

July 8, 2015.
Date

By: 

Name: Steven L. Nutt

Its: President

MORELAND MANAGEMENT CO.
NON-MEMBER MANAGER OF THE
GENERAL PARTNERS OF THE LJR
LIMITED PARTNERSHIP

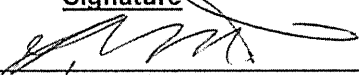


¹ To be completed by each Funder.

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives of the Funder Named Below)¹

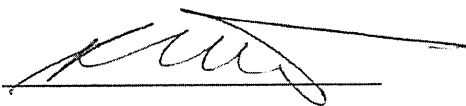
Client Name: RDM of Wyoming, LLC Series 2006-A

As an Authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number</u>
Steven L. Nutt	Authorized		440-995-5200
Svetlana M. Loshakov	Authorized		440-995-5200
Diane O. Malarik	Authorized		440-995-5200

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

July 8, 2015.
Date

By: 
Name: Steven L. Nutt
Its: Authorized Signer

¹ To be completed by each Funder.

EXHIBIT A-2

Certificate of Incumbency
(List of Authorized Representatives of the Debtor Named Below)²

Client Name: _____

As an Authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

_____ Date

By: _____

Name: _____

Its: _____

² To be completed by each Debtor.

EXHIBIT B

U.S. Bank National Association, as Escrow Agent

Escrow
Schedule of Fees & Expenses

[Please see attached.]



All of us serving you™

U.S. BANK NATIONAL ASSOCIATION

**Schedule of Fees
For Services as
Escrow & Disbursing Agent**

Initial Acceptance Fee: **\$1500.00**
A one time charge covering review of documents, KYC research of all parties to the agreements, establishment of accounts and liaison with parties to the Escrow agreement and attorneys. Payable at closing.

Annual Administration Fee **\$8,500.00**
Covers normal ongoing duties of the Escrow/Disbursing Agent as described in the governing documents. Payable in advance and not subject to proration. If term is less than one year, this will be a one-time administration fee. Does not include Counsel fees of the Escrow/Disbursing Agent.

Out-of-Pocket Expenses: **AT COST**
Includes all related expenses, including but not limited to: postage, travel, counsel fees (if applicable) and their disbursements.

Extraordinary Services
Extraordinary services are duties or responsibilities of an unusual nature, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to the client directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Acknowledged and Accepted: Alan M. as attorney Date: 7/13/15
for and on behalf of Funding Group

EXHIBIT 2

AGREEMENT

This Agreement is made as of August __, 2015 by and among GMG Capital Partners IIIA, L.P., a Delaware limited partnership (“GMG IIIA”), GMG Capital Partners III, L.P., a Delaware limited partnership (“GMG III”), and GMG Capital Partners III Companion Fund, L.P., a Delaware limited partnership (“GMG III Companion” and, collectively with GMG III, the “GMG Partnership Debtors”).

WHEREAS, GMG IIIA asserts that it is the beneficial owner of a portion of certain assets (the “Joint Assets”) that are held of record by GMG III and/or GMG III Companion; and

WHEREAS, the GMG Partnership Debtors, together with GMG Capital Investments, LLC, a Delaware limited liability company (“GMG LLC”), are debtors in a bankruptcy proceeding (the “Bankruptcy Case”) filed under Chapter 11 of the U.S. Bankruptcy Code, as amended, in the United States Bankruptcy Court for the Southern District of New York that is jointly administered as Case No. 13-12937 (SMB); and

WHEREAS, GMG LLC is the general partner of GMG IIIA and the GMG Partnership Debtors; and

WHEREAS, GMG IIIA represents that it has obtained the requisite corporate authority to enter into this Agreement through a Unanimous Written Consent of the Board of Managers dated July 7, 2015.

WHEREAS, the GMG Partnership Debtors have submitted or are in the process of submitting for approval in the Bankruptcy Case a Second Amended Joint Plan of Reorganization (as it may from time to time be amended or supplemented, the “Plan”) which, among other things, contemplates certain transactions regarding the Joint Assets, and the payment of certain costs and expenses by GMG IIIA, all as provided in the Plan; and

WHEREAS, GMG IIIA has determined that the Plan, which ratifies GMG IIIA’s position that it is the beneficial owner of a portion of the Joint Assets, is in the best interests of GMG IIIA and its limited partners; and

WHEREAS, under and in order to effect and carry out the Plan, GMG IIIA may be required to execute certain agreements, consents, documents and instruments and take certain actions; and

WHEREAS, the parties wish to enter into this Agreement to set forth certain acknowledgements, authorizations and agreements relating to the Joint Assets and the Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. As of the Effective Date (as defined in the Plan) the GMG Partnership Debtors acknowledge and agree that GMG IIIA is the beneficial owner of a portion of the Joint Assets as set forth in written documents prepared by or for GMG IIIA and its limited partners, copies of which have been delivered to the GMG Partnership Debtors, regarding GMG IIIA's ownership interest in the Joint Assets.

2. As of the Effective Date, GMG IIIA hereby authorizes all payments and transactions contemplated by the Plan.

3. Each of the GMG Partnership Debtors is authorized to execute any and all agreements, consents, certificates, documents and instruments, and to take any and all actions, as either of them may deem necessary, advisable or appropriate under or relating to the Plan or its effectuation or transactions contemplated by or under the Plan, including without limitation any transactions involving or having an impact on the Joint Assets.

4. GMG IIIA will execute such agreements, consents, certificates, documents and instruments, and will take such actions, as are requested by either GMG Partnership Debtor under or relating to the Plan or its effectuation or the transactions contemplated by or under the Plan, including without limitation any transactions involving or having an impact on the Joint Assets.

5. This Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflicts of law.

6. This Agreement shall become null and void should the Effective Date not occur on or prior to September 30, 2015.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the day and year first set forth above.

GMG Capital Partners IIIA, L.P.

By:

By:

GMG Capital Partners III, L.P.

By:

By:

GMG Capital Partners III Companion Fund,
L.P.

By:

By: