THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. ACCEPTANCES OR REJECTIONS TO THE PLAN ARE BEING SOLICITED SUBJECT TO APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SRC LIQUIDATION COMPANY, *et al.*,[1]	Case No. 15-10541 (BLS)
Debtors.	(Jointly Administered)

DISCLOSURE STATEMENT FOR FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION FOR SRC LIQUIDATION COMPANY AND ITS AFFILIATES

[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: SRC Liquidation Company (5440); SR Liquidation Holding Company (3186); SR Liquidation Technologies, Inc. (3180); SR Liquidation International, Inc. (1861); iMLiquidation, LLC (6337); SR Liquidation of Puerto Rico Inc. (0578); SR Liquidation Mexico Holding Company (1624); Standard Register Holding, S. de R.L. de C.V. (4GR4); Standard Register de México, S. de R.L. de C.V. (4FN0); Standard Register Servicios, S. de R.L. de C.V. (43K5); and SR Liquidation Technologies Canada ULC (0001). The headquarters for the above-captioned Debtors is located at 600 Albany Street, Dayton, Ohio 45417.

Dated: Wilmington, Delaware
September 22, 2015

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Maris J. Kandestin (No. 5294)
Andrew L. Magaziner (No. 5426)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Michael A. Rosenthal (NY No. 4697561)
Jeremy L. Graves (CO No. 45522)
Matthew G. Bouslog (CA No. 280978)
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035
mrosenthal@gibsondunn.com
jgraves@gibsondunn.com
mbouslog@gibsondunn.com

Counsel to the Debtors and Debtors in Possession

PLEASE REVIEW THIS DOCUMENT FOR IMPORTANT INFORMATION REGARDING:

*** Description of the Debtors, their Estates, and Background of the Chapter 11 Cases**
*** Classification and Treatment of Claims and Equity Interests**
*** Distributions to Holders of Allowed Claims**
*** Implementation and Execution of the Plan**
*** Treatment of Contracts and Leases and Procedures to Assert Rejection Claims**

AND IMPORTANT DATES:

*** Date to Determine Record Holders of Claims and Equity Interests: September 21, 2015**
*** Deadline to Submit Ballots and Third Party Opt-Out Election: November 2, 2015 at 5:00 p.m. (ET)**
*** Deadline to Object to Disclosure Statement and Plan Confirmation: November 2, 2015 at 5:00 p.m. (ET)**
*** Hearing on Disclosure Statement Approval and Plan Confirmation: November 19, 2015 at 9:30 a.m. (ET)**
*** Administrative Expense Claim Bar Date: Thirty (30) days after the Effective Date of the Plan**
*** Deadline to Submit Rejection Claims arising from the entry of the Confirmation Order: Thirty (30) days after the Confirmation Date**

1. INTRODUCTION

1.1 Purpose of the Disclosure Statement. This disclosure statement (including all exhibits thereto, as may be amended, supplemented, or modified, the "Disclosure Statement") is being provided by the Debtors to the U.S. Trustee and to Holders of Claims pursuant to section 1125(b) of title 11 of the United States Code for the purpose of soliciting acceptances of the *First Amended Chapter 11 Plan of Liquidation for SRC Liquidation Company and Its Affiliates*, dated as of September 22, 2015 (including all exhibits thereto, as may be amended, supplemented, or modified, the "Plan"). The Plan has been Filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the summaries of the Plan contained herein shall not be relied upon for any purpose other than to make a judgment with respect to, and determine how to vote on, the Plan. A copy of the Plan is attached hereto as **Exhibit 1**. All capitalized terms used within this Disclosure Statement which are not defined herein shall have the meanings set forth in the Plan.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(c) AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER RULES GOVERNING DISCLOSURE OUTSIDE THE CONTEXT OF CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE. THIS DISCLOSURE STATEMENT HAS NEITHER BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAS THE SEC PASSED UPON ITS ACCURACY.

NO REPRESENTATION CONCERNING THE DEBTORS OR THE VALUE OF THE DEBTORS' ASSETS HAS BEEN AUTHORIZED BY THE BANKRUPTCY COURT OTHER

THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT OR ANY OTHER DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS ARE NOT RESPONSIBLE FOR ANY INFORMATION, REPRESENTATION, OR INDUCEMENT MADE TO OBTAIN YOUR ACCEPTANCE, WHICH IS OTHER THAN, OR INCONSISTENT WITH, INFORMATION CONTAINED HEREIN AND IN THE PLAN.

YOU SHOULD NOT RELY UPON OR USE THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR ANY PURPOSE OTHER THAN DETERMINING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. YOU ARE STRONGLY URGED TO CONSULT WITH YOUR FINANCIAL, LEGAL, AND TAX ADVISORS TO UNDERSTAND FULLY THE PLAN AND DISCLOSURE STATEMENT. THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS GIVEN AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT DOES NOT, UNDER ANY CIRCUMSTANCE, IMPLY THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE SUCH DATE. THIS DISCLOSURE STATEMENT IS INTENDED, AMONG OTHER THINGS, TO SUMMARIZE THE PLAN AND MUST BE READ IN CONJUNCTION WITH THE PLAN AND ITS EXHIBITS, IF ANY. IF ANY CONFLICTS EXIST BETWEEN THE PLAN AND DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL CONTROL.

THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS RECOMMEND THAT THE HOLDERS OF CLAIMS IN ALL VOTING CLASSES VOTE TO ACCEPT THE PLAN.

1.2 Disclosure Statement Approval and Confirmation of the Plan.

1.2.1 Requirements. This Disclosure Statement describes the Debtors and the Plan that the Debtors, with the support of the Committee, will present to the Bankruptcy Court for Confirmation. The requirements for Confirmation of the Plan are set forth in section 1129 of the Bankruptcy Code.

1.2.2 Combined DS/Confirmation Hearing. Pursuant to the Solicitation Order and in accordance with section 105(d)(2)(B)(vi) of the Bankruptcy Code, the Bankruptcy Court has scheduled a combined hearing on **November 19, 2015, at 9:30 a.m. (prevailing Eastern Time)** to determine: (a) whether the Disclosure Statement provides adequate information for Holders of Claims entitled to vote on the Plan to make an informed judgment regarding their vote on the Plan, as required by section 1125 of the Bankruptcy Code, and (b) whether the Plan meets the confirmation requirements of section 1129 of the Bankruptcy Code (the "Combined Approval Hearing").

1.2.3 Deadline to Object to Confirmation of the Plan. The Bankruptcy Court has set **November 2, 2015, at 5:00 p.m. (prevailing Eastern Time)**, as the deadline for Filing and serving objections to approval of the Disclosure Statement and Confirmation of the Plan. Objections to the Disclosure Statement and Confirmation must be electronically Filed with the Bankruptcy Court and served on (i) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Mark Kenney); (ii) counsel to the Debtors, (A) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: Michael A. Rosenthal) and (B) Young Conaway

Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, DE 19801 (Attn: Michael R. Nestor); (iii) counsel to the Committee, (A) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020 (Attn: Sharon L. Levine) and (B) Polsinelli PC, 222 Delaware Avenue, Suite 1101, Wilmington, Delaware 19801 (Attn: Christopher A. Ward); and (iv) counsel to the Second Lien Agent, Skadden, Arps, Slate, Meagher & Flom LLP, 155 N. Wacker Drive, Chicago, IL 60606-1720 (Attn: Ron E. Meisler and Christopher M. Dressel).

1.2.4 Effect of Confirmation. Confirmation of the Plan will authorize the Distribution of the Assets of the Debtors to Holders of Allowed Claims and the dissolution of the Debtors, as provided in the Plan and the Confirmation Order. Confirmation of the Plan serves to make the Plan binding upon the Debtors, all Creditors, Holders of Equity Interests, and other parties-in-interest, regardless of whether they cast a Ballot to accept or reject the Plan.

1.3 Voting on the Plan and Third Party Opt-Out Election.

1.3.1 Impaired Claims or Equity Interests. Pursuant to section 1126 of the Bankruptcy Code, only the Holders of Claims and Equity Interests in Classes Impaired by the Plan and receiving a payment or Distribution under the Plan may vote on the Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims or Equity Interests may be Impaired if the Plan alters the legal, equitable, or contractual rights of the Holders of such Claims or Equity Interests treated in such Class. The Holders of Claims in Classes I and II are Unimpaired by the Plan, are deemed to accept the Plan, and do not have the right to vote on the Plan. The Holders of Claims in Class V and Equity Interests in Class VI will not receive any payment or Distribution or retain any property pursuant to the Plan, are deemed to reject the Plan, and do not have the right to vote.

1.3.2 Eligibility to Vote on the Plan. Unless otherwise ordered by the Bankruptcy Court, only Holders of Claims in Classes III and IV as of the Record Date may vote on the Plan, unless expressly prohibited from voting under the terms of the Solicitation Order or any other Order of the Bankruptcy Court.

1.3.3 Third Party Opt-Out Election. Each Holder of a Claim who is presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code (*i.e.*, Holders of Claims in Classes I and II), and each Holder of a Class III and/or Class IV Claim, should also note that the Plan provides for Third Party Releases of the Released Parties.

IF YOU ARE THE HOLDER OF A CLASS III SECOND LIEN SECURED CLAIM OR A CLASS IV GENERAL UNSECURED CLAIM AND YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS CONTAINED IN SECTION 7.4 OF THE PLAN BY BOTH (I) VOTING TO REJECT THE PLAN OR ABSTAINING FROM VOTING ON THE PLAN, AND (II) MAKING THE THIRD PARTY OUT-OPT ELECTION IN ITEM 2 OF YOUR PROPERLY COMPLETED AND TIMELY RETURNED BALLOT, YOU WILL BE DEEMED ON BEHALF OF YOURSELF AND YOUR ESTATE, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, BUSINESS MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY AND ALL OTHER

PERSONS OR PARTIES CLAIMING UNDER OR THROUGH YOU, TO HAVE GRANTED THE THIRD PARTY RELEASE TO THE RELEASED PARTIES.

IF YOU ARE THE HOLDER OF A CLAIM WHO IS PRESUMED TO HAVE ACCEPTED THE PLAN UNDER SECTION 1126(f) OF THE BANKRUPTCY CODE (I.E., A HOLDER OF A CLAIM IN CLASS I OR CLASS II), YOU WILL NOT HAVE A RIGHT TO MAKE A THIRD PARTY OPT-OUT ELECTION AND YOU WILL BE DEEMED ON BEHALF OF YOURSELF AND YOUR ESTATE, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, BUSINESS MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY AND ALL OTHER PERSONS OR PARTIES CLAIMING UNDER OR THROUGH YOU, TO HAVE GRANTED THE THIRD PARTY RELEASE TO THE RELEASED PARTIES.

1.3.4 Voting and Third Party Opt-Out Procedure; Ballot Deadline. To ensure your vote is counted and any Third Party Opt Out Election is effective, you must, by the Voting Deadline (as defined below), (i) complete the Ballot in accordance with the instructions set forth therein, (ii) indicate your decision either to accept or reject the Plan in the boxes indicated in the Ballot, (iii) make a Third Party Opt Out Election, if desired, and (iii) sign and return the Ballot to the address set forth on the Ballot. If you fail to complete the foregoing by the Voting Deadline and in accordance with the instructions set forth in your Ballot, your vote will be disregarded and you will be deemed to have granted the Third Party Release to the Released Parties. ABSENT PRIOR CONSENT OF THE DEBTORS, BALLOTS SENT BY FACSIMILE OR ELECTRONIC TRANSMISSION WILL NOT BE ALLOWED OR COUNTED.

Pursuant to Bankruptcy Rule 3017, the Bankruptcy Court has ordered that original Ballots for the acceptance or rejection of the Plan must actually be received by the Balloting/Claims Agent on or before **November 2, 2015 at 5:00 p.m. (prevailing Eastern Time) (the "Voting Deadline")**. **Holders of Claims in Class III or Class IV desiring to make the Third Party Opt-Out Election must, by the Voting Deadline, both (i) vote to reject the Plan or abstain from voting on the Plan, and (ii) check the box in Item 2 of the Ballot.**

1.3.5 Acceptance of the Plan. For the Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Impaired Class of Claims must vote to accept the Plan, excluding the votes of insiders. For the Plan to be confirmed, at least one Impaired Class of Claims must actually vote to accept the Plan. YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY RETURN THE BALLOT TO THE BALLOTING/CLAIMS AGENT, PRIME CLERK, AT THE APPLICABLE ADDRESS: SRC LIQUIDATION COMPANY BALLOT PROCESSING, C/O PRIME CLERK LLC, 830 THIRD AVENUE, 3RD FLOOR, NEW YORK, NY 10022. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND ENSURE THAT THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF CREDITOR IS CORRECTLY IDENTIFIED IN THE BALLOT. THE BALLOT WILL NOT BE COUNTED AND ANY THIRD PARTY OPT OUT ELECTION MADE BY YOU IN THE BALLOT WILL NOT BE EFFECTIVE UNLESS THE BALLOT IS ACTUALLY RECEIVED BY PRIME CLERK BY THE VOTING DEADLINE.

2. THE DEBTORS AND KEY EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASES

2.1 Description of Debtors. As of the Petition Date, the Debtors were one of the leading providers in the United States of communications services and communications workflow, content and analytics solutions through multiple communication channels, including print, electronic and internet-based communications, to clients in the healthcare, financial services, manufacturing, retail and transportation industries. The Debtors had operations in all 50 U.S. states, Mexico, Canada and Puerto Rico, and employed approximately 3,500 full-time employees and 16 part-time employees. At any given time, the Debtors also had approximately 500 contract workers engaged to provide a variety of manufacturing, sales, operations and other daily business services. The Debtors had a total of fifty-three (53) production and warehouse facilities in North America, the majority of which were located in the United States. The Debtors' operations were divided between two business units: (i) healthcare, which accounted for almost one-third of the Debtors' revenues, and (ii) integrated communications (f/k/a business solutions), which accounted for the remainder of the Debtors' revenues.[2]

Although separate legal Entities, the Debtors operated as a consolidated Entity. The parent company, SRC Liquidation Company, f/k/a The Standard Register Company, is a publicly traded company that is incorporated in Ohio and is headquartered in Dayton, Ohio. SRC Liquidation Company has ten wholly-owned direct and indirect subsidiaries, six of which are U.S. Entities, three of which are Mexican Entities and one of which is a Canadian Entity. SRC Liquidation Company and all of its wholly-owned direct and indirect subsidiaries are Debtors in the above administratively consolidated Chapter 11 Cases.

2.2 Sale to Taylor. The Debtors filed the Chapter 11 Cases for the principal purpose of effectuating a sale of their operating business and Assets as a going concern. On the Petition Date, the Debtors Filed a motion to sell substantially all of their Assets and business to an acquisition Entity formed by the administrative agent under the Debtors' First Lien Term Facility (defined below). In connection with this motion, the Bankruptcy Court approved the bid of this Entity (the "Stalking Horse") as the "stalking horse" bid, and the Court approved a sale and marketing process that culminated in an auction held on June 15, 2015. As a result of the marketing process and auction, Taylor, a privately held company in the same business as the Debtors, emerged as the winning bidder for the Debtor's Assets and business and, on June 19, 2015, the Bankruptcy Court approved the sale to Taylor (the "Taylor Sale"). The Taylor Sale closed on July 31, 2015. The proceeds from the Taylor Sale were used to (i) repay the Debtors' Postpetition DIP Financing (defined below), (ii) pay the Claims of the First Lien Term Lenders (defined below), (iii) pay a portion of the Claims of the Second Lien Term Lenders (defined below), and (iv) fund the $5 million GUC Cash Payment. Taylor also assumed certain limited obligations of the Debtors and advanced approximately $15.076 million to the Debtors (the "Wind-Down Amount") to be used by the Debtors for the payment of claims related to the wind-down of the Debtors and their Chapter 11 Cases. The Debtors used a portion of the Wind-Down Amount to loan $600,000 to the GUC Trust as the GUC Trust Seed Funding Amount. Any portion of the Wind-Down Amount that is not used to pay claims related to the wind-down of the

[2] The healthcare unit accounted for approximately 29% of the Debtors' consolidated revenues in 2014 and 2013, while the integrated communications unit accounted for approximately 71% of the Debtors' consolidated revenues in 2014 and 2013.

Debtors and to wind down the Chapter 11 Cases will be returned to Taylor, although it is not currently anticipated that there will be any excess Wind-Down Amount to return to Taylor.

While Taylor purchased substantially all of the Debtors' Assets, certain Assets were excluded from the Taylor Sale (collectively, the "Excluded Assets"). The Excluded Assets are available for Distribution to the Creditors of the Debtors. As part of the negotiations leading to the approval of the Taylor Sale, the Debtors, the First Lien Term Lenders, the Second Lien Term Lenders, and the Committee, with Bankruptcy Court approval, entered an agreement that provided the basis for the Plan's allocation of the Excluded Assets between the Second Lien Term Lenders and the Debtors' other Creditors.

2.3 Key Prepetition Indebtedness.

2.3.1 Secured Debt. On the Petition Date, the Debtors were obligated on a certain Amended and Restated Loan and Security Agreement, dated as of August 1, 2013 (the "ABL Loan") by and among The Standard Register Company and certain of its subsidiaries, Bank of America, N.A. ("BofA"), as administrative agent, and the lenders named therein (the "ABL Lenders"), which provided up to $125 million in aggregate loans and other financing accommodations in the form of an Asset-based revolving credit facility that was set to mature on August 1, 2018. The ABL Loan was secured by a first-priority security interest in, and lien on, the borrowers' cash, accounts, deposit accounts, securities accounts, security entitlements, securities, financial Assets, inventory, certain tax refunds, related Assets, and all proceeds from such property and Assets (collectively, the "ABL Collateral") and by a third-priority security interest in, and lien on, substantially all of the borrowers' other Assets. As of the Petition Date, the Debtors owed approximately $96.3 million in principal, plus accrued interest, on the ABL Loan.

On the Petition Date, the Debtors were also obligated on the Term Loans (defined below), in the aggregate amount of approximately $214 million, that had been assumed by the Debtors in connection with their 2013 acquisition of WorkflowOne, LLC.[3] First, the Debtors were obligated under that certain First Lien Credit Agreement, dated as of August 1, 2013 (as amended, the "First Lien Term Loan Facility"), by and among The Standard Register Company, WorkflowOne, LLC, the subsidiary guarantors named therein, Silver Point Finance, LLC ("Silver Point"), as administrative agent, and the lenders named therein (the "First Lien Term Lenders"). The First Lien Term Loan was a term loan in the original principal amount of approximately $124 million that was set to mature on August 1, 2018 (the "First Lien Term Debt"). The First Lien Term Loan Facility was secured by a first-priority security interest in, and lien on, substantially all of the borrowers' and guarantors' Assets that did not constitute ABL Collateral, including intercompany debt, owned real property (including all improvements thereon), equipment and fixtures, certain equity interests, and all proceeds from such property and Assets (collectively, the "Term Loan Collateral") and by a second-priority security interest and lien on the ABL Collateral. As of the Petition Date, the Debtors owed approximately $115.3 million in principal, plus accrued interest, on the First Lien Term Debt.

[3] WorkflowOne, LLC subsequently merged with and into The Standard Register Company as part of an internal corporate reorganization transaction.

The Debtors were also obligated on that certain Second Lien Credit Agreement, dated as of August 1, 2013, (as amended, the "Second Lien Term Loan Facility," and, together with the First Lien Term Loan Facility, the "Term Loans") by and among The Standard Register Company, WorkflowOne, LLC the subsidiary guarantors named therein, Silver Point, as administrative agent, and the lenders named therein (the "Second Lien Term Lenders" and, together with the First Lien Term Lenders, the "Term Loan Lenders"). The Second Lien Term Loan Facility is a term loan with an original principal amount of approximately $96 million that matures on February 1, 2020 (the "Second Lien Term Debt"). The Second Lien Term Loan is secured by a second-priority security interest in, and lien on, the Term Loan Collateral and by a third-priority security interest in, and lien on, the ABL Collateral. As of the Petition Date, the Debtors owed approximately $98.6 million in principal, plus accrued interest, on the Second Lien Term Debt.

In addition to the foregoing indebtedness, the Debtors are obligated under certain capital leases related to equipment. In connection with the Taylor Sale, Taylor has the option, until 90 days after the closing of the Taylor Sale, to assume such capital leases.

2.3.2 Pension Plan Liabilities. The Debtors administered a qualified[4] pension plan that covers certain U.S. employees but is frozen and no longer available to new participants (the "Qualified Pension Plan" and the obligations thereunder, the "Pension Obligations"). The Qualified Pension Plan is currently underfunded in the approximate amount of $193.6 million.[5] The Debtors made contributions to the Qualified Pension Plan of approximately $24.7 million in 2013 and $37.2 in 2014, respectively. Pursuant to its authority under applicable Federal law, on August 31, 2015, the PBGC terminated the Qualified Pension Plan and became statutory trustee of such Plan. The Debtors do not have any additional funding obligations thereunder. The PBGC has Filed Claims against the Debtors in connection with the Qualified Pension Plan, but participants in the Qualified Pension Plan do not have individual Claims against the Debtors' Estates that are separate and apart from the Claims asserted by the PBGC.

2.3.3 Trade Debt. Prior to the Taylor Sale, the Debtors produced approximately half of their products at their production facilities, while the remaining products were primarily sourced from the Debtors' preferred suppliers on credit. For example, the Debtors purchased raw paper in a wide variety of weights, grades, and colors from various paper mills located in the United States and Canada. Pressure-sensitive materials, carbonless paper, inks, and printing supplies were purchased from leading vendors. As of the Petition Date, the Debtors owed approximately $72.7 million[6] in unsecured trade debt.

---

[4] The Debtors also have non-qualified pension plans, which are unfunded and have no plan assets. The Debtors have also established a 401(k) plan that is fully funded and, prior to the Petition Date, was administered by The Standard Register Employee Savings Plan (Plan #015) Benefits Committee. That plan has been terminated, and Shepherd Kaplan LLC has been appointed as the new administrator of the 401(k) plan and is working with the plan participants to transition their Assets to new accounts.

[5] As reflected in the Debtors' books and records as of February 28, 2015.

[6] As reflected in the Debtors' books and records as of February 28, 2015.

2.4 Events Leading to the Filing of the Chapter 11 Cases. For over a century, the Debtors' printing services and printed goods had made up a significant part of their business. However, the demand for many of the printed forms, training and enrollment materials that the Debtors produced and sold declined as new mobile and web-based communications were integrated with printed materials. Over the past few years, the Debtors took affirmative steps to navigate the challenging evolution of the printing industry to transform their operations and achieve success in this new media landscape. The Debtors' management managed their finances and worked to increase their revenue and EBITDA, meet their large legacy pension funding obligations, achieve performance measures required by financial covenants in their loan documents, and aggressively cut costs. In 2013, the Debtors consummated a strategic acquisition of WorkflowOne, LLC to consolidate operations and decrease overall costs. In so doing, the Debtors diversified their services by adding integrated communications capabilities, including mobile and digital media, to better meet their customers' needs, and broadened their customer base to boost revenue.

Because of declining demand in the printing space, the Debtors struggled to achieve their revenue and EBITDA targets. At the same time, as revenue and EBITDA were declining, the Debtors still needed to maintain relatively large fixed costs on account of the required interests payments on their secured debt, together with the required Qualified Pension Plan contributions, and the necessary capital expenditures and investments that the Debtors had to make to finance their operations while continuing to integrate WorkflowOne. Consequently, the Debtors evaluated all of their strategic options to maximize the value of their business for the benefit of all stakeholders. Ultimately, the Debtors determined that the best alternative to maximize value required a sale of their business operations as a going concern. During the months preceding the Petition Date, the Debtors negotiated with various potential purchasers. Despite diligent effort, the Debtors were unable to find any party willing to purchase the Debtors' business operations and Assets, except within the confines of a bankruptcy proceeding. Accordingly, immediately prior to the Petition Date, the Debtors entered into a "stalking horse" agreement to sell substantially all of their business operations and Assets to the Stalking Horse. After executing the agreement with the Stalking Horse, the Debtors filed the Chapter 11 Cases and sought approval of the sale of their business operations and Assets, free and clear of liens, claims and encumbrances, pursuant to section 363 of the Bankruptcy Code.

As part of the agreement with the Stalking Horse, the Debtors were able to secure debtor in possession financing from their ABL Lender and the Term Loan Lenders that facilitated the Debtors' ability to file and pursue the required Chapter 11 Cases and section 363 sale.

3. THE CHAPTER 11 CASES

3.1 Commencement of the Chapter 11 Cases. On March 12, 2015, the Debtors each Filed a voluntary petition under chapter 11 of the Bankruptcy Code and continued in the management and possession of their business and property as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

3.2 First Day Relief. Concurrent with the filing of their chapter 11 petitions, the Debtors Filed several "first-day" applications and motions (collectively, the "First Day Pleadings") with the Bankruptcy Court. The First Day Pleadings, as set forth more fully therein,

were intended to minimize the adverse effects of the Chapter 11 Cases on the Debtors and were necessary to enable them to operate effectively as chapter 11 debtors in possession. Pursuant to the First Day Pleadings, the Debtors sought and obtained the approval of the Bankruptcy Court to, among other things, (i) jointly administer the Chapter 11 Cases for procedural purposes only; (ii) establish adequate assurance procedures with respect to their utility providers; (iii) pay certain prepetition taxes, including trust fund and personal liability taxes; (iv) maintain prepetition insurance policies and pay or honor prepetition obligations related thereto; (v) pay, honor, or otherwise satisfy certain prepetition customer programs and practices in the ordinary course of their business; (vi) pay certain prepetition wages, salaries, commissions, and other accrued compensation and continue certain employee benefits and programs; (vii) pay prepetition obligations to certain critical vendors and service providers; and (viii) continue using their prepetition centralized cash management system and bank accounts and business forms. For additional information with respect to the First Day Pleadings and related relief sought by the Debtors at the beginning of the Chapter 11 Cases, please consult the *Declaration of Kevin M. Carmody in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 2].

3.3 DIP Financing and Use of Cash Collateral. On the Petition Date, the Debtors Filed, along with the other First Day Pleadings, the *Debtors' Motion: (A) for Interim and Final Orders (I) Authorizing the Debtors to Obtain Post-Petition Secured Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing the Debtors' Limited Use of Cash Collateral Pursuant to 11 U.S.C. § 363, and (III) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; and (B) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001* [Docket No. 15] (the "DIP Motion"). The Bankruptcy Court approved the relief requested in the DIP Motion initially on an interim basis and thereafter on a final basis [Docket No. 124] (the "Final DIP Order"). Pursuant to the Final DIP Order, the Debtors were authorized to enter into a $125 million post-petition ABL secured credit facility with the ABL Lenders, which also resulted in a roll-up of the ABL Loan (the "Postpetition ABL Facility"), and enter into a $30 million post-petition term loan secured credit facility with certain of the Term Loan Lenders (the "Postpetition Term Loan Facility" and, together with the Postpetition ABL Facility, the "Postpetition DIP Financing"). The Final DIP Order also provided for adequate protection liens and payments with respect to the ABL Loan and the Term Loans. Claims for amounts due and owing under the Postpetition DIP Financing were paid in full from proceeds of the Taylor Sale.

3.4 Retention of Professionals. The Debtors retained the following professionals in the Chapter 11 Cases: (i) Gibson, Dunn & Crutcher LLP, as bankruptcy co-counsel; (ii) Young Conaway Stargatt & Taylor, LLP as Delaware bankruptcy co-counsel; (iii) McKinsey Recovery & Transformation Services U.S., LLC ("McKinsey") as restructuring advisor and, particularly, Kevin M. Carmody of McKinsey, initially as Chief Restructuring Officer,[7] and subsequently as President and Chief Executive Officer; (iv) WilliamsMarston, LLC as restructuring advisor and, particularly, Landen C. Williams as Chief Restructuring Officer and Treasurer; (v) Dinsmore & Shohl LLP, as special counsel and conflicts counsel; (vi) Prime Clerk LLC, as claims and noticing agent; and (vii) Lazard Middle Market LLC, as investment banker. In addition, the Debtors obtained authority to employ and retain certain professionals utilized in the ordinary course of their business operations.

[7] Mr. Carmody was subsequently replaced with Landen Williams as the Debtors' Chief Restructuring Officer.

3.5 Appointment of Committee and Retention of Committee Professionals. On March 24, 2015, the U.S. Trustee appointed the Committee. The members of the Committee are the Pension Benefit Guaranty Corporation, Georgia-Pacific Consumer Products LP, Veritiv Corporation, The Flesh Company, Timothy V. Webb, Gary Becker, and Mark A. Platt. The Committee retained Lowenstein Sandler LLP and Polsinelli PC as bankruptcy counsel, Zolfo Cooper, LLC, as financial and forensic advisor, and Jefferies LLC, as investment banker.

3.6 Schedules, Bar Date Order, and Claim Objections. On May 11, 2015, the Debtors Filed their Schedules. Upon the motion of the Debtors, the Bankruptcy Court entered an order on May 8, 2015 (the "Bar Date Order") setting a bar date for non-governmental Claims of July 8, 2015 (the "Bar Date"),[8] and a governmental Claims bar date of September 8, 2015. Approximately 2,335 proofs of Claim were timely Filed by the Bar Date asserting over $9.4 billion in liquidated Claims against the Debtors. While the reconciliation Claims objection process is ongoing, it appears that many Creditors Filed duplicative Claims against each of the Debtors. The Debtors will continue to review and reconcile the Claims and may File objections to Claims to ensure that Claims are afforded the proper treatment under the Plan. After Confirmation of the Plan, responsibility for objections, if any, to Other Secured Claims and Second Lien Secured Claims will reside in the Secured Creditor Trust and responsibility for objection to all other Claims will reside in Liquidating SRC, which will be owned by the GUC Trust.

3.7 Sale of Assets. As indicated in Section 2.2 above, on June 19 2015, the Bankruptcy Court approved the Taylor Sale, which closed on July 31, 2015. In addition to repayment in full of the Postpetition DIP Financing, the Cash proceeds of the Taylor Sale fully repaid the First Lien Term Loan and a portion of the Second Lien Term Loan, funded the $5 million GUC Cash Payment to the GUC Trust, and the Debtors retained approximately $15.076 million for the wind-down of the Chapter 11 Cases, including the funding of the $600,000 GUC Trust Seed Funding Amount. Pursuant to the Taylor Sale, Taylor also assumed certain of the Debtors' obligations, including, without limitation, obligations to Creditors holding Claims entitled to priority under section 503(b)(9) of the Bankruptcy Code, certain obligations to post-petition trade vendors, obligations for cure-related Claims, and certain obligations for employee Claims.

The Excluded Assets were not sold to Taylor pursuant to the Taylor Sale. These Excluded Assets are available for Distribution to the Creditors of the Debtors. For more information regarding the Taylor Sale, please consult, as applicable, the sale motion [Docket No. 23] and the sale order approving the Taylor Sale [Docket No. 698] (the "Sale Order").

3.8 Committee Adversary Action. Pursuant to the Final DIP Order, the Committee preserved the right to investigate potential claims and Causes of Action against the Debtors' prepetition secured Creditors and other parties. The Committee timely Filed a motion with the Bankruptcy Court for standing to pursue claims and Causes of Action against certain of the Released Parties and the Debtors' current and former directors and officers. On June 10, 2015, the Bankruptcy Court granted the Committee standing to bring such claims and Causes of Action [Docket No. 648] and, on June 8, 2015, the Committee commenced adversary proceeding Case

[8] The Bar Date did not apply to certain Claims for Pension Benefits (as defined in the Bar Date Order). The Debtors expect that a bar date for Pension Benefits Claims will be set in the near future.

No. 15-50771 (the "Committee Adversary Action"). The Committee Settlement resolved the claims and Causes of Action against the Released Parties that were asserted in the Committee Adversary Action, but the Committee Adversary Action is still pending against certain of the Debtors' current and former officers and directors.

3.9 Committee Settlement. The Sale Order also approved the Committee Settlement, which resolved the claims asserted by the Committee against the First Lien Term Lenders and the Second Lien Term Lenders and certain other Released Parties in the Committee Adversary Action. The Committee Settlement resulted in (a) the establishment of the GUC Trust for the benefit of unsecured Creditors of the Debtors; (b) the funding of the GUC Trust with the $5 million GUC Cash Payment from the Distribution that otherwise would have been available to the Second Lien Term Lenders as a result of the Taylor Sale; (c) the agreement of the Debtors to provide the $600,000 GUC Trust Seed Funding Amount to the GUC Trust as a loan; (d) the transfer of the Committee Adversary Action (other than claims and Causes of Action against the Released Parties (as defined in the Committee Settlement) that were settled pursuant to the Committee Settlement), and any recoveries therefrom, including, without limitation, any recoveries from the Debtors' directors' and officers' insurance policies (the "D&O Insurance") to the GUC Trust; (e) the agreement that certain Excluded Assets were not subject to any liens (the "Free and Clear Assets")[9] and could be used, free and clear, to fund the wind-down of the Chapter 11 Cases and Distributions to Creditors, other than the Released Parties; (f) the release by the Debtors and the Committee of the Released Parties from any and all claims, including those which were or could have been asserted in connection with the Committee Adversary Action; and (g) the Committee's agreement to support the Plan. The Committee Settlement generally forms the basis of the allocation of the Excluded Assets under the Plan. A copy of the Committee Settlement is attached hereto as Exhibit 4.

4. SUMMARY OF THE PLAN[10]

4.1 Classification of Claims and Equity Interests under the Plan. All Claims and Equity Interests, except the Unclassified Claims, are placed in the Classes set forth in Article 1 of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, including Professional Fee Claims, have not been classified. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Equity Interest qualifies within the description of such other Classes.

[9] The Free and Clear Assets consist of (i) the Rabbi Trust Proceeds, (ii) the Wind-Down Amount, (iii) the Wind-Down Funds Account, (iv) the Committee Adversary Action (including the D&O Claims asserted therein and related D&O Insurance), (v) the Avoidance Actions, (vi) the obligation of Taylor to pay the Taylor Payment Receivable, and (vii) the obligation of the GUC Trust to repay the GUC Trust Seed Funding Loan.

[10] The descriptions of the Plan and its provisions set forth herein are summaries only and the Plan contains additional provisions that may affect your rights. You are urged to read the Plan in its entirety before deciding whether to vote to accept or reject the Plan. The summary of the Plan set forth herein is qualified in its entirety by reference to the Plan that is attached hereto as Exhibit 1.

4.2 Treatment of Allowed Claims and Equity Interests Under the Plan.

The Plan is a plan of liquidation, whereby the Debtors are treated as substantively consolidated Entities for purposes of Distributions under the Plan, and the Debtors' remaining Assets are pooled and distributed to Persons holding Allowed Claims in accordance with the priorities of the Bankruptcy Code and the treatment of Claims and Equity Interests set forth below. The number and amount of Allowed Claims will not affect Distributions for Holders of Allowed Administrative Expense Claims, Allowed Priority Claims, or Allowed Secured Claims. Actual Distributions on account of Allowed Unsecured Claims and Allowed Second Lien Claims may differ from the estimates set forth in the table below. Distributions under the Plan to Holders of Allowed Class III Claims (Second Lien Secured Claims) will depend entirely on the amount realized from the liquidation of the Secured Creditor Trust Assets, and the costs and expenses incurred by the Secured Creditor Trust in connection with such liquidation. Similarly, other than the GUC Cash Payment, further Distributions under the Plan to Creditors holding Allowed Class IV Claims (General Unsecured Claims) will depend significantly, among other things, on the amount of the recoveries, if any, from the Committee Adversary Action, the proceeds from the disposition of the Free and Clear Assets, the amount of Allowed Administrative Expense Claims and Allowed Priority Claims, and the costs and expenses incurred by the GUC Trust and Liquidating SRC in connection with the liquidation of the Free and Clear Assets, the Claims reconciliation process, and the other costs associated with the wind-down of the Liquidating Debtors.

THE FOLLOWING CHART IS A SUMMARY OF THE CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS AND THE POTENTIAL DISTRIBUTIONS UNDER THE PLAN. THE AMOUNTS SET FORTH BELOW ARE ESTIMATES ONLY. REFERENCE SHOULD BE MADE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN FOR A COMPLETE DESCRIPTION OF THE CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS. THE RECOVERIES SET FORTH BELOW ARE PROJECTED RECOVERIES AND ARE THEREFORE SUBJECT TO CHANGE. THE ALLOWANCE OF CLAIMS MAY BE SUBJECT TO LITIGATION OR OTHER ADJUSTMENTS, AND ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY DIFFER MATERIALLY FROM THESE ESTIMATED AMOUNTS.

Class	Type	Status Under Plan	Treatment	Estimated Aggregate Amount in Class ($)	Estimated Recovery of Class (%)
I	Other Secured Claims	Unimpaired and Deemed to Accept	Subject to Section 3.3 of the Plan, except to the extent that a Holder of an Allowed Other Secured Claim has been paid by or on behalf of the Debtors prior to the Effective Date or agrees to a different treatment, with respect to Other Secured Claims that are Allowed as of the Effective Date the Debtors shall, (a) satisfy such Claims in whole or in part by the transfer of all or any portion of the Assets securing such Claims or (b) at the election of the Second Lien Agent made on or before the Effective Date and with the consent of the Debtors (i) reinstate such Claims in full, leaving unaffected the Holder's legal, equitable and contractual rights; *provided* that the Committee's consent shall be required for such reinstatement if the Creditor has any Secured Claim against Liquidating SRC or the GUC Trust, (ii) pay such Claims in Cash up to the Allowed amount of such Claims, (iii) begin to make deferred Cash payments having a present value on the Effective Date equal to the Allowed amount of such Claims, or (iv) treat such Claims in a manner that would provide the "indubitable equivalent" of such Claims; and, with respect to Other Secured Claims that are not Allowed as of the Effective Date, the collateral securing such Other Secured Claim, or the proceeds thereof, will be set aside on the Effective Date and Distributed in accordance with Section 3.3.2 of the Plan upon Allowance of such Claim.	$0.00	100%
II	Priority Claims	Unimpaired and Deemed to Accept	Subject to Section 3.3 of the Plan, except to the extent that a Holder of an Allowed Priority Claim has been	$2.5 million	100%

			paid by or on behalf of the Debtors prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Claim shall be paid Cash in the Allowed amount of their Priority Claim on the Effective Date or on the date such Allowed Priority Claim becomes due and payable pursuant to Section 3.3.2 of the Plan if such Priority Claim is not Allowed on the Effective Date; *provided*, *however*, that, at the election of the Debtors exercised prior to the Confirmation Hearing and in consultation with the Committee, Holders of Priority Tax Claims shall be paid the Allowed Amount of their Priority Tax Claim plus interest at the applicable rate in Cash in regular quarterly installments, of a value as of the Effective Date of the Plan, equal to such Allowed Amount, over a period ending no later than March 11, 2020.		
III	Second Lien Secured Claim	Impaired and Entitled to Vote	Each Holder of the Allowed Second Lien Secured Claim shall be entitled to receive its Pro Rata Share, as reflected in the books and records of the Second Lien Agent, of the beneficial interests in the Secured Creditor Trust as set forth in Section 3.2 of the Plan.	$87.3 million[11]	11%[12]
IV	General Unsecured Claims	Impaired and Entitled to Vote	Each Holder of an Allowed General Unsecured Claim shall be entitled to receive its Pro Rata Share of the beneficial interests in the GUC Trust as set forth in Section 3.2 of the Plan, subject to Section 1.6 of the Plan and the GUC Trust Agreement; *provided*, *however*, that the Second Lien Deficiency Claims shall be deemed	$550-650 million	1%[13]

[11] According to Debtors' books and records, without giving effect to the impact on such Claim of the $5 million GUC Cash Payment made by the Second Lien Term Lenders to settle the Committee Adversary Action.

[12] Amount includes distributions already made to the Holders of Second Lien Secured Claims.

[13] Amount includes the GUC Cash Payment that was already made to the GUC Trust.

			allowed for voting purposes only, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the GUC Trust.		
V	Subordinated Claims	Impaired and Deemed to Reject	Holders of Subordinated Claims will not receive any Distributions on account of such Claims under the Plan.	$0	0%
VI	Equity Interests	Impaired and Deemed to Reject	On the Effective Date, all Equity Interests in the Debtors shall be cancelled, annulled, and voided, and Holders thereof shall be entitled to no Distribution or recovery on account of such Equity Interests, *provided*, *however*, that Equity Interests in any subsidiary of SRC Liquidation Company which is wholly owned, directly or indirectly, by SRC Liquidation Company shall be preserved solely for the benefit of the Holders of Allowed Claims as provided in the Plan.	N/A	0%

Underlying the estimated percentage recovery identified in the above chart are a number of assumptions that, although developed and considered reasonable by the Debtors, are inherently subject to significant economic and other uncertainties and contingencies beyond the control of the Debtors. There is no assurance that the stated estimated percentage recovery will be realized, and the actual recovery percentage for Holders of Claims in Class III and Class IV could vary materially from those shown here depending on the outcome of a number of variables.

4.2.1 **Unclassified Claims.** Subject to Section 3.3 of the Plan, except to the extent otherwise agreed to by the Holder of an Allowed Unclassified Claim, each Holder of an Allowed Unclassified Claim (other than Professional Fee Claims) shall be paid in Cash the full amount of such Allowed Unclassified Claim. Allowed Unclassified Claims (other than Professional Fee Claims) shall be paid (i) by the Debtors or Liquidating SRC on the later of the Effective Date or the date such Claim becomes due and payable (or as soon as reasonably practicable after) if such Claim is Allowed as of the Effective Date; and (ii) by Liquidating SRC in accordance with Section 3.3 of the Plan on the later of Allowance of such Claim or the date such Claim becomes due and payable (or as soon as reasonably practicable after) if such Claim is not Allowed as of the Effective Date; *provided*, *however*, that with respect to (i) and (ii), neither the Debtors nor the Liquidating Debtors shall be responsible to pay Unclassified Claims that are to be paid by Taylor in connection with the Taylor Payment Receivable and, instead, Taylor shall be responsible for such payments. Professional Fee Claims will be Allowed and paid in accordance with Article 9 of the Plan, which provides for the estimated amount of Professional Fee Claims to be funded into the Professional Fee Claims Escrow on the Effective Date.

4.2.2 Sources of Payment of Other Secured Claims. With respect to Other Secured Claims other than the Other Secured Claim of Bank of America, N.A. that are Allowed as of the Effective Date, the Debtors shall (a) satisfy such Claims in whole or in part by the transfer of all or any portion of the Assets securing such Claims or (b) at the election of the Second Lien Agent made on or before the Effective Date and with the consent of the Debtors (i) reinstate such Claims in full, leaving unaffected the Holder's legal, equitable and contractual rights; provided that the Committee's consent shall be required for such reinstatement if the Creditor has any Secured Claim against Liquidating SRC or the GUC Trust, (ii) pay such Claims in Cash up to the Allowed amount of such Claims, (iii) begin to make deferred Cash payments having a present value on the Effective Date equal to the Allowed amount of such Claims, or (iv) treat such Claims in a manner that would provide the "indubitable equivalent" of such Claims. Collateral, or the proceeds thereof, with respect to any Other Secured Claim that is not Allowed as of the Effective Date will be set aside on the Effective Date and Distributed in accordance with Section 3.3.2 of the Plan upon Allowance of such Claim. The Other Secured Claims of Bank of America, N.A. pursuant to the BofA Cash Collateral Agreement shall be treated as set forth in Section 2.6 of the Plan. Specifically, the Debtors shall assume and assign the BofA Cash Collateral Agreement and shall transfer the BofA Cash Collateral Account to the Secured Creditor Trust, and Bank of America, N.A. shall be entitled to payment of its Claims, if any, from the BofA Cash Collateral Account in accordance with the terms and conditions of the BofA Cash Collateral Agreement. Collateral, or the proceeds of such collateral, set aside for any Disputed Other Secured Claim that is not required to pay such Disputed Other Secured Claim shall be paid to the Secured Creditor Trust, and any such Assets that are transferred to the Secured Creditor Trust shall be used and distributed in accordance with the terms of the Plan and the Secured Creditor Trust Agreement.

4.2.3 Sources of Payment of Unclassified Claims and Priority Claims. The Cash being used to fund the payments under the Plan to the Holders of Unclassified Claims and Priority Claims comes from the Wind-Down Amount, the Rabbi Trust Proceeds, any recoveries from the Avoidance Actions and, as applicable, the Taylor Payment Receivable. The Taylor Payment Receivable is the obligation of Taylor, pursuant to the Asset Purchase Agreement, to pay certain categories of Claims, including, without limitation, cure Claims related to Executory Contracts and Unexpired Leases assumed by Taylor, post-petition Claims of trade vendors, post-petition Claims related to Potential Contracts and Potential Assets (as defined in the Asset Purchase Agreement), Allowed Claims with priority pursuant to section 503(b)(9) of the Bankruptcy Code, and certain other tax and employee obligations.

4.2.3.1 **General**. To implement the Plan, the Debtors or Taylor (from the Taylor Payment Receivable), as applicable, will pay all Unclassified Claims (other than Professional Fee Claims) and Priority Claims that are Allowed on the Effective Date as provided in Section 3.3.1 of the Plan. Unclassified Claims (other than Professional Fee Claims) and Priority Claims that are not Allowed as of the Effective Date will be paid from amounts deposited into the Disputed Claims Reserve or by Taylor (from the Taylor Payment Receivable), in accordance with Section 3.3.2 of the Plan. The Disputed Claims Reserve shall be funded first by any portion of the Wind-Down Amount not needed to pay Professional Fee Claims in accordance with Article 9 of the Plan or Allowed

Unclassified Claims and Allowed Priority Claims in accordance with Section 3.3.1 of the Plan. Notwithstanding the foregoing, the Debtors shall not be required to pay (or reserve for), any Unclassified Claims, Priority Claims, Other Secured Claims or other Claims that are to be paid by Taylor in connection with the Taylor Payment Receivable, provided that, at Confirmation, the Court may require Taylor to confirm its financial capability timely to pay the Taylor Payment Receivable. It is possible that the amounts ultimately Allowed for the Claims identified in the prior sentence and to be paid by the Debtors, as opposed to Taylor, will exceed the funds deposited in the Disputed Claims Reserve and, if that happens, the Holders of such Claims will receive only their Pro Rata Share of the funds in the Disputed Claims Reserve, and the Holders of such Claims shall have no recourse to any Assets of the GUC Trust or Secured Creditor Trust, nor shall such Holders have any recourse or Cause of Action against the Secured Creditor Trust, the GUC Trust or the Trustees for the failure to receive the full amount of their Allowed Claims. Nothing in the Plan, however, shall relieve Taylor of the obligation to pay any portion of the Taylor Payment Receivable. Other than any amounts set aside for Disputed Other Secured Claims, the excess amount, if any, remaining in the Disputed Claims Reserve after payment in full of all Unclassified Claims (other than Professional Fee Claims) and Priority Claims shall be paid to Taylor, as Surplus Wind-Down Funds, to the extent that such remaining funds in the Disputed Claims Reserve were funded from the Wind-Down Amount and were not used to pay Unclassified Claims or Priority Claims in accordance with Section 3.3.2. Subject to payment of Surplus Wind-Down Funds to Taylor as provided in the preceding sentence, the excess amount, if any, remaining in the Disputed Claims Reserve (other than amounts set aside for Disputed Other Secured Claims) shall be used to satisfy the costs and expenses of Liquidating SRC, with the remaining funds being transferred to the GUC Trust, and any such funds that are transferred to the GUC Trust shall be used and distributed in accordance with the terms of the Plan and the GUC Trust Agreement. No funds shall be paid to either Taylor or the GUC Trust out of the Disputed Claims Reserve until such time as all Disputed Unclassified Claims (other than Professional Fee Claims) and all Priority Claims have been resolved in accordance with Section 3.3.2 of the Plan.

4.2.3.2 **Taylor Liability for Unclassified Claims and Priority Claims Through Taylor Payment Receivable**. Pursuant to the Asset Purchase Agreement, Taylor is responsible for many, but not all of the Debtors' Allowed Unclassified Claims and some of the Priority Claims. Thus, while there will be a significant amount of additional Allowed Unclassified Claims and Priority Claims owed for post-petition goods and services delivered, the pre-petition delivery of goods that give rise to post-petition Allowed Unclassified Claims with priority pursuant to section 503(b)(9) of the Bankruptcy Code, cure Claims related to the assumption by the Debtors and assignment to Taylor of Executory Contracts and Unexpired Leases, Claims related to Potential Contracts and Potential Assets from the closing of the Taylor Sale until such Potential Contracts and/or Potential Assets are designated as Transferred Assets or Removed Assets (each as defined in the Asset Purchase Agreement) by Taylor, post-petition employee severance and vacation pay Claims, pre and post-petition real estate tax Claims for real

estate, owned and leased, transferred to Taylor as Transferred Assets, and post-petition sales and use taxes and taxes, transfer and otherwise, related to the closing of the Taylor Sale, all of these Allowed Unclassified Claims are Assumed Liabilities under the Asset Purchase Agreement and will be paid by Taylor through the Taylor Payment Receivable.

4.2.3.3 **Debtors' Liability for Allowed Unclassified Claims**. The Debtors believe that the total amount of unpaid Allowed Unclassified Claims not covered by the Taylor Payment Receivable will be approximately $4.2 million as of the Effective Date. Generally, the composition of Allowed Unclassified Claims to be paid by the Debtors on or after the Effective Date is anticipated to be as follows: (a) Professional Fee Claims - $1.2 million; (b) wind-down costs of the Estates - $150,000; (c) payment of post-petition obligations related to incurred but not reported health insurance Claims related to the Debtors' self-insured health plan; (d) real property taxes owed on owned real estate not transferred to Taylor as Transferred Assets (as defined in the Asset Purchase Agreement), and (e) post-petition Claims for short term disability Claims, flexible spending account Claims, and transition of the Debtors' employee benefit programs - $300,000.

4.2.3.4 **Debtors' Liability for Priority Claims**. The Debtors believe that the total amount of Priority Claims not covered by the Taylor Payment Receivable will be approximately $2.5 million. Generally, the composition of Priority Claims to be paid by the Debtors is anticipated to be as follows: (a) priority employee Claims not to exceed $608,000; (b) Priority Claims of Governmental Units – approximately $1.8 million. While there have been many more Priority Claims Filed than are reflected in the foregoing numbers, the Debtors believe that such excess Filed Priority Claims will, as a result of the reconciliation and objection process, be Disallowed and/or treated as an Allowed General Unsecured Claim or, in the case of Claims that have priority pursuant to section 503(b)(9) of the Bankruptcy Code that were improperly Filed as Priority Claims, recharacterized as section 503(b)(9) Claims properly payable by Taylor from the Taylor Payment Receivable. The principal bases for this result is as follows: (i) many of the Claims Filed as Priority Claims are, in fact, not Priority Claims at all; for example, many trade vendors Filed Priority Claims, but there is no priority Claim category under the Bankruptcy Code for trade vendor Claims; (ii) many of the Debtors' employees Filed Priority Claims for the full amount that they might be owed, including under various retirement programs; however, even if these Claims were Priority Claims, the total amount of the Priority Claim of any one employee is, under the Bankruptcy Code, capped at $12,475 less amounts, if any, that such employee was paid during the Chapter 11 Cases on account of his or her pre-petition Claims.

4.2.3.5 **Debtors' Sources to Pay Allowed Unclassified Claims and Priority Claims that Will Not Be Satisfied By the Taylor Payment Receivable**. As discussed previously, Taylor, through the Taylor Payment Receivable, is obligated to pay a significant portion of the Debtors' Allowed Unclassified Claims and Priority Claims. Those Allowed Unclassified Claims and Priority Claims not paid by Taylor will be paid through the Wind-Down

Amount, the Rabbi Trust Proceeds, and recoveries from the Avoidance Actions. As the Liquidation Analysis demonstrates, the Debtors believe that the amount available from these sources will be sufficient to pay these Claims in full, as provided in the Plan and as required to confirm the Plan under the provisions of the Bankruptcy Code.

4.3 Sources of Payment of Class III and Class IV Claims.

4.3.1 Secured Creditor Trust.

4.3.1.1 **General**. On the Effective Date of the Plan, the Secured Creditor Trust Assets will be transferred to the Secured Creditor Trust. The Secured Creditor Trust Assets are all of the Debtors' Assets other than (i) the Rabbi Trust Proceeds, (ii) the Wind-Down Amount, (iii) the Wind-Down Funds Account, (iv) the Avoidance Actions (v) the GUC Trust Causes of Action and proceeds thereof, (vi) the D&O Insurance and D&O Policies, (vii) the Taylor Utility Deposits, (viii) those GUC Trust Assets transferred to the GUC Trust in connection with closing of the Taylor Sale in accordance with the Committee Settlement, (ix) the obligation of Taylor to pay the Taylor Payment Receivable, and (x) the obligation of the GUC Trust to repay the GUC Trust Seed Funding Loan. The proceeds from the liquidation of the Secured Creditor Trust Assets, net of costs and expenses of the Secured Creditor Trust, will be distributed by the Secured Creditor Trust, and Holders of Second Lien Secured Claims, who are the beneficiaries of the Secured Creditor Trust, will receive their Pro Rata Share of such Distributions.

4.3.1.2 **Estimated Amount of Claims of Beneficiaries of Secured Creditor Trust**. The Taylor Sale resulted in the repayment of the Debtors' debtor-in-possession financing obligations, together all amounts owed to the Debtors' ABL lenders and First Lien Lenders and $11,270,000 of the amount owed to the Second Lien Lenders. The beneficiaries of the Secured Creditor Trust are the Second Lien Lenders. The principal balance owed to the Second Lien Lenders, after the payment from the Taylor Sale, is approximately $87.3 million.

4.3.1.3 **Estimated Value of Secured Creditor Trust Assets**. Substantially all of the Assets securing the Second Lien Debt were sold to Taylor in the Taylor Sale. However, some Assets were specifically excluded from the Taylor Sale. In addition, Taylor has the right until October 29, 2015, to determine that certain Assets which it is entitled, for no additional consideration, to transfer to it as Transferred Assets (as defined in the Asset Purchase Agreement) will, in fact, remain with the Debtors (the "Removed Assets/Contracts"). Collectively, these Assets are the Excluded Assets. As part of the Committee Settlement, the Debtors, the Committee and the Second Lien Agent reached an agreement that, other than the Free and Clear Assets, all of the Excluded Assets would be subject to the lien of the Second Lien Lenders, and that the Free and Clear Assets would be free and clear of such lien and the Second Lien Lenders would not assert any claim to or lien against those Assets or the proceeds of those Assets. The

Excluded Assets, other than the Free and Clear Assets, are the Secured Creditor Trust Assets. The value of the Secured Creditor Trust Assets is uncertain, in part because it is currently unclear what Assets Taylor will allow to remain with the Debtors as Removed Assets/Contracts. However, the Debtors have assumed that substantially all of the valuable Assets securing the Second Lien Secured Claims were sold in the Taylor Sale, resulting in a distribution to the Second Lien Lenders during the Chapter 11 Cases, and that Assets returned by Taylor as Removed Assets/Contracts will have minimal value.

The Second Lien Agent also claims an entitlement to $1.85 million from the Wind-Down Amount, which it argues should be allocated to the fees and expenses incurred by the Second Lien Agent following the closing of the Taylor Sale. The Debtors dispute any entitlement by the Second Lien Agent to any portion of the Wind-Down Amount. Pursuant to the terms of the Asset Purchase Agreement and the Committee Settlement, the Debtors believe the Second Lien Agent, along with the Debtors' other lenders, was entitled to payment from the Wind-Down Amount only on account of fees and expenses incurred prior to the closing of the Taylor Sale. For the avoidance of doubt, the Debtors do not believe that the Second Lien Agent is entitled to payment of interest, fees, or expenses in addition to what the Debtors have already paid the Second Lien Lender.

4.3.2 GUC Trust. The GUC Trust, either directly or through its ownership of the Liquidating SRC Membership Interests, will own all of the Free and Clear Assets. The GUC Trust was established, pursuant to the Bankruptcy Court's order approving the Taylor Sale, to implement the terms of the Committee Settlement, which was approved as part of the Taylor Sale. In connection with the closing of the Taylor Sale, the GUC Trust received a portion of the Free and Clear Assets, namely: the $5 million GUC Cash Payment, the $600,000 GUC Trust Seed Funding Amount, and the Committee Adversary Action, including the right to any proceeds of the D&O Insurance. On the Effective Date of the Plan, the GUC Trust, through its receipt of 100% of the Liquidating SRC Membership Interests, will receive the balance of the Free and Clear Assets, subject to the payment of Allowed Unclassified Claims, Other Secured Claims, and Priority Claims, as provided in the Plan. After the funding of the Secured Creditor Trust on the Effective Date, Liquidating SRC will own the Free and Clear Assets not transferred to the GUC Trust on the closing of the Taylor Sale. The Free and Clear Assets owned by Liquidating SRC will first be used to pay Allowed Administrative Expense Claims, Allowed Priority Claims, Other Secured Claims, and any other costs and expenses incurred by Liquidating SRC (whether in connection with the Claims resolution process and/or pursuit of the Avoidance Actions, or otherwise). Following the payment of all Allowed Unclassified Claims and Priority Claims, including those Disputed Unclassified Claims and Disputed Priority Claims resolved and Allowed through the provisions of Section 3.3.2 of the Plan, the Surplus Wind-Down Funds, if any, shall be paid to Taylor. Any then remaining Assets of Liquidating SRC will be available, to the extent determined to be appropriate by the board of directors of Liquidating SRC (which will be appointed by the GUC Trust Oversight Committee), to be distributed to the GUC Trust. In turn, Holders of Allowed General Unsecured Claims, who are the beneficiaries of the GUC Trust, will receive their Pro Rata Share of the Distributions from the GUC Trust, net of costs and expenses of the

GUC Trust, which costs and expenses include repayment of the GUC Trust Seed Funding Amount to Liquidating SRC.

4.3.2.1 **Estimated Amount of Claims of Beneficiaries of GUC Trust.**

The beneficiaries of the GUC Trust are the Holders of General Unsecured Claims in Class III. As of the Petition Date, the Debtors' books and records reflect that the Debtors had three general categories of General Unsecured Creditors. First, amounts owed to Creditors whose Claims arose from goods and services delivered to or on behalf of the Debtors prior to the Petition Date. The Debtors believe the amount of such Claims is approximately $66 million. Second, amounts owed with respect to the Debtors' obligations under their Qualified Pension Plan. The Debtors believe that they owe approximately $373 million under the Qualified Pension Plan. Third, amounts owed to the Debtors' former employees for contributions or payments due to such employees under various non-qualified retirement plans in the amount of approximately $5.5 million.

Notwithstanding the amounts reflected in the Debtors' books and records, unsecured Claims in the amount of approximately $9.4 billion were Filed against the Debtors by the Bar Date. Some of these Claims relate to the Claims of the Debtors' secured lenders that were paid in connection with the Taylor Sale. Other Claims appear to be duplicative Claims Filed against each of the Debtors. And, a number of the Claims appear to be Claims that have either been paid as critical vendor Claims, or will be paid by Taylor, through the Taylor Payment Receivable, because they are cure Claims related to assumed Executory Contracts and Unexpired Leases or because they are Claims entitled to status as Administrative Expense Claims under section 503(b)(9) of the Bankruptcy Code. After reconciliation of the Filed Claims, consideration of the impact of substantive consolidation of the Debtors for Distribution purposes proposed in the Plan, and completion of the Claims objection process contemplated by the Plan, the Debtors believe that total Allowed General Unsecured Claims against the Debtors will be approximately $550 million to $650 million.

4.3.2.2 **Estimated Value of GUC Trust Assets**. The GUC Trust Assets available to pay Allowed General Unsecured Claims break down into two categories. Those already owned directly by the GUC Trust and those owned indirectly by the GUC Trust, as a result of the Plan, through the GUC Trust's ownership of Liquidating SRC. The GUC Trust's direct Assets are the Committee Adversary Action, the $5 million GUC Cash Payment and the GUC Trust Seed Funding Amount. The $5 million GUC Cash Payment is available for Distribution to the beneficiaries of the GUC Trust and cannot be used for any other purpose. Pursuant to the Committee Settlement, the GUC Trust Seed Funding Amount is to be used to pay the costs and expenses to prosecute the Committee Adversary Action, but it is to be repaid to the Debtors from net proceeds of the Committee Adversary Action before any further Distributions are made to the beneficiaries of the GUC Trust. The value of the Committee Adversary Action is uncertain and is subject to numerous inherent risks associated

with litigation. The GUC Trust Assets owned indirectly through ownership of Liquidating SRC are the Rabbi Trust Proceeds, the Avoidance Actions and any amounts in the Wind-Down Funds Account after repayment to Taylor of the Surplus Wind-Down Amount, if any. Whether these Assets, ultimately, generate recoveries for the GUC Trust depend on a number of factors. First, the Assets of Liquidating SRC must first be used to pay Allowed Unclassified Claims, Priority Claims and Other Secured Claims of the Debtors. The Debtors anticipate that this will consume a significant portion of the Rabbi Trust Proceeds. See further discussion at Section 4.2.3 above. Second, the value of the Avoidance Actions is also uncertain for several reasons, including without limitation: (a) it is presently unclear which Avoidance Actions will actually be retained by the Debtors; Taylor has the right to designate certain Avoidance Actions as Transferred Assets (as defined in the Asset Purchase Agreement); (b) those Avoidance Actions which remain with the Debtors are litigation claims which, as with all litigation, are subject to litigation risk and will be offset by the costs of litigation; and (c) the Avoidance Actions will be subject to the defenses available to defendants under section 5 of the Bankruptcy Code, including without limitation, the defenses of new value and contemporaneous exchange for value.

4.4 No Distributions to Holders of Equity Interests. The value of the Debtors' remaining Assets is far less than the amount necessary to pay in full the Allowed Claims of the Debtors' Creditors. Therefore, the Plan provides for the cancellation of the existing Equity Interests of in Debtors (other than Equity Interests in a subsidiary of SRC Liquidation Company which is wholly-owned, directly or indirectly, by SRC Liquidation Company, which Equity Interests are preserved solely for the benefit of the Holders of Allowed Claims as provided in the Plan). Holders of cancelled Equity Interests in the Debtors will receive no Distribution under the Plan.

4.5 Implementation and Execution of the Plan.

4.5.1 Effective Date. As set forth in Article 3 of the Plan, the Plan shall become effective on the date which is the first Business Day on which each condition set forth in Article 6 of the Plan has been satisfied or waived as set forth therein. Upon the occurrence of the Effective Date, Liquidating SRC shall File and serve a notice of confirmation and occurrence of the Effective Date. On the Effective Date, or as soon as practicable thereafter, Liquidating SRC, the GUC Trustee, and the Secured Creditor Trustee, as applicable, shall consummate, pursuant to section 1123(a)(5)(D) of the Bankruptcy Code, those transactions and sales of property, if any, set forth in the Plan or the Plan Supplement.

4.5.2 Summary of Means of Implementation and Execution of the Plan. Articles 2 and 3 of the Plan set forth the means by which the Plan shall be implemented and executed, including the substantive consolidation of the Debtors, the establishment of the Trusts, the appointments and responsibilities of the Trustees of the respective Trusts, the funding of accounts and reserves, the issuance of Liquidating SRC Membership Interests, the liquidation and monetization or abandonment of any remaining non-Cash Assets, the Distribution of Assets, the treatment of any unclaimed or *de minimis* Distributions, and the dissolution of the Liquidating Debtors. Additionally, the terms and

conditions of the Trusts and the rights, duties, and obligations of the Trustees of the respective Trusts are set forth in the GUC Trust Agreement and the Secured Creditor Trust Agreement, which shall be Filed in substantially final form with the Plan Supplement.

Subject to the following sentence, the Debtors' rights, claims, and Causes of Action, including Avoidance Actions, with respect to trade obligations (including obligations to customers) were sold in the Taylor Sale. However, such right, claim, or Cause of Action against any customer or trade vendor only constitutes a Transferred Asset (as defined in the Asset Purchase Agreement) to the extent that the following two conditions are satisfied: (a) it is listed on a schedule provided to the Debtors and the Committee no later than 90 days after the Closing, and (b) Taylor determines that the customer or trade vendor against whom such right or claim can be asserted is (i) a current customer of the Business (as defined in the Asset Purchase Agreement), (ii) a trade vendor of the Business that is deemed by Taylor in good faith to be material to the Business, or (iii) is an affiliate of Taylor. The balance of the Debtors' rights, claims, and Causes of Action, including without limitation the unresolved claims asserted in the Committee Adversary Action and remaining Avoidance Actions, will not be transferred to Taylor and will be pursued in the sole discretion of Liquidating SRC or, in the case of the Committee Adversary Action, the GUC Trust. The Debtors specifically do not waive any Avoidance Actions against any party, including without limitation, any supplier or customer of the Debtors, and reserve the right to bring such actions after the Effective Date.

4.5.3 Substantive Consolidation of the Debtors. Entry of the Confirmation Order shall constitute approval, pursuant to sections 105(a) and 1123(a)(5) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Estates of the Debtors for the purposes of confirming and consummating the Plan, including, but not limited to, voting, confirmation and Distribution. On and after the Effective Date, (i) all Assets and liabilities of the Debtors shall be deemed to be the Assets and liabilities of a single, consolidated entity, (ii) each Claim Filed or to be Filed against any Debtor shall be deemed Filed as a single Claim against and a single obligation of the Debtors, (iii) all Claims held by a Debtor against any other Debtor shall be cancelled or extinguished, *provided*, *however*, that the Claims set forth in the Mexico Consideration Tax Treatment Agreement shall be preserved solely for the purposes of implementing that Agreement, (iv) no Distributions shall be made under the Plan on account of any Claim held by a Debtor against any other Debtor, (v) the existing Equity Interests in SRC Liquidation Company shall be cancelled, (vi) no Distributions shall be made under the Plan on account of any existing Equity Interest held by a Debtor in any other Debtor, except as and to the extent required in the Mexico Consideration Tax Treatment Agreement, (vii) all guarantees of any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor shall be one obligation of the substantively consolidated Debtors, and (viii) any joint or several liability of any of the Debtors shall be one obligation of the substantively consolidated Debtors.

The substantive consolidation of the Debtors under the Plan shall not (other than for purposes related to funding Distributions under the Plan) affect (i) the legal and organizational structure of the Debtors, (ii) Executory Contracts or Unexpired Leases that were entered into during the Chapter 11 Cases or that have been or will be assumed or rejected, (iii) any agreements entered into by the Trusts on or after the Effective Date

(including any agreements entered into by the GUC Trust or the Secured Creditor Trust prior to the Effective Date, all of which are deemed to be ratified as of the Effective Date), (iv) the Debtors' or the GUC Trust's ability to subordinate or otherwise challenge Claims on an entity-by-entity basis, and (v) distributions to the Debtors or the Trusts from any insurance policies or the proceeds thereof. Notwithstanding the substantive consolidation called for herein, each and every Debtor shall remain responsible for the payment of U.S. Trustee fees pursuant to 28 U.S.C. § 1930 until its particular case is closed, dismissed or converted.

The Disclosure Statement and the Plan shall be deemed to be a motion requesting that the Bankruptcy Court approve the substantive consolidation provided for in the Plan. Unless an objection to the proposed substantive consolidation is made in writing by any Creditor purportedly affected by such substantive consolidation on or before the deadline to object to confirmation of the Plan, or such other date as may be fixed by the Bankruptcy Court, the substantive consolidation proposed by the Plan may be approved by the Bankruptcy Court at the Confirmation Hearing. In the event any such objections are timely Filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, be the Confirmation Hearing.

The Debtors believe that substantive consolidation is warranted here because, among other reasons, the Debtors historically operated on a consolidated basis. Debtors had essentially the same officers and directors. Customers and others identified the Debtors by their trade names as opposed to their corporate identities. The Debtors believe that most or all of their unsecured Creditors viewed the Debtors as a single entity when extending credit terms. Further, all accounts payable functions were performed from one centralized location at SRC Liquidation Company's main corporate headquarters, by the same administrative staff working on behalf of all Debtors, and substantially all debts were centralized and paid by SRC Liquidation Company. Additionally, while the Debtors' financial systems did track intercompany transactions and debts in the aggregate, such amounts customarily were not reconciled in detail by the Debtors as a matter of administrative and accounting convenience. Determining the sources of the Debtors' pre-petition Assets and liabilities on a per-Entity basis would involve the nearly impossible task of reviewing and categorizing thousands of records to trace such transactions back to the proper Entity. Indeed, given the Assets held by the Debtors, and the expense of generating separate lists of Assets and liabilities as well as plans of reorganization for each of the Debtors, the Debtors believe that the overall effect of substantive consolidation will be more beneficial than harmful to Creditors and will allow for greater efficiencies and simplification in administering the Plan. Accordingly, the Debtors believe that substantive consolidation of the Debtors' Estates under the terms of the Plan will not adversely impact the treatment of any of the Debtors' Creditors, but rather will reduce administrative expenses by automatically eliminating duplicative Claims asserted against more than one of the Debtors, decreasing the administrative difficulties and costs related to the administration of eleven (11) separate Debtor's estates separately, as well as eliminating the need to determine Professional fees on a case-by-case basis and streamlining the administration of the Plan.

4.5.4 **Records.** After the Effective Date, all of the Debtors' books and records in their possession relating to the conduct of the Debtors' business prior to the

Effective Date shall vest in the Liquidating Debtors. The GUC Trustee shall have equal access to all such books and records, and Liquidating SRC shall make such books and records reasonably available to the Secured Creditor Trust at the sole expense of the Secured Creditor Trust. The Debtors' right access to its former books and records that were sold to Taylor shall continue to be governed by the terms and conditions related to such access as set forth in the MTSA.

4.5.5 Third Party Releases and Disgorgement Provision. An integral component of the agreement of the Second Lien Term Lenders to the Committee Settlement was that neither they, nor their affiliates, would be subject to lawsuits from any Holders of General Unsecured Claims. The Second Lien Term Lenders were unwilling to settle with the Committee and make the GUC Cash Payment available for Distribution to general unsecured Creditors if those same Creditors could, in their individual capacity, subsequently sue the Second Lien Term Lenders for actions arising from or related to the Debtors. To address this concern and obtain the benefit of the Committee Settlement for General Unsecured Creditors, the Committee and the Debtors agreed that the Plan would provide for the Third Party Releases and that any Holder of a General Unsecured Claim that receives a Distribution from the GUC Cash Payment shall, if such Holder initiates a lawsuit in its individual capacity against any of the Released Parties, (a) refund any such Distribution to the Second Lien Agent, and (b) waive its right to any further Distributions. For a description of the Third Party Releases, see Section 7.3 below.

4.6 Administrative Expense Claim Bar Date. Other than with respect to Professional Fee Claims, any Person asserting an Administrative Expense Claim must submit a proof of claim with respect to such Administrative Expense Claim to the Balloting and Claims Agent **so that it is actually received** on or before the Administrative Expense Claims Bar Date.

4.7 Objections to Claims. The Plan provides Liquidating SRC or the GUC Trustee (and, with respect to Class I Claims other than the Other Secured Claim of Bank of America, N.A., and Class III Claims other than the Second Lien Claim Filed by the Second Lien Agent, the Secured Creditor Trustee) with up to 365 days from the Effective Date to object to Claims, which deadline may be extended upon a motion Filed with the Bankruptcy Court by the Liquidating SRC, the GUC Trustee or the Secured Creditor Trustee, as applicable, prior to the expiration of the Claim Objection Deadline. The Claim Objection Deadline shall be automatically extended upon the Filing of a motion requesting an extension of the Claim Objection Deadline until such time as the motion is granted or denied by the Bankruptcy Court.

4.8 Executory Contracts and Unexpired Leases. Subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors that have not been assumed and assigned, or rejected, prior to the Confirmation Date shall be deemed rejected, pursuant to the Confirmation Order, as of the Confirmation Date, provided that to the extent the D&O Policies, the Asset Purchase Agreement, the MTSA, the Side Letter, and any other related agreements with Taylor are executory, the D&O Policies, the Asset Purchase Agreement, the MTSA, the Side Letter, and any other related agreements with Taylor shall not be deemed rejected but shall be deemed assumed by the Liquidating Debtors as of the Effective Date and shall remain in full force and effect following the occurrence of the Effective Date. From and after the Effective Date, the Liquidating Debtors shall take no action that would cancel, modify, or otherwise impair the "Extended Reporting Period Elected (Pre-Paid)" or other similar

endorsements or provisions of the D&O Policies, all of which shall remain in full force and effect in accordance with their terms. Any Creditor asserting a Claim for monetary damages as a result of the rejection of an Executory Contract or Unexpired Lease, and/or the abandonment of Assets, pursuant to the Confirmation Order, shall File a proof of Claim (each a "Rejection Claim") within thirty (30) days of the Confirmation Date.

4.9 Conditions Precedent to the Effective Date. Article 6 of the Plan sets forth the conditions that must occur prior to the occurrence of the Effective Date. This Article also describes the Debtors' ability to waive such conditions, as well as the effect of non-occurrence of the conditions to the Effective Date, including the vacation of the Confirmation Order. If the Confirmation Order is vacated pursuant to Section 6.3 of the Plan, (i) the Plan shall be null and void in all respects, and (ii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by or against, or any Equity Interest in, the Debtors and the Estates or (b) prejudice in any manner the rights of the Debtors, the Estates, the GUC Trust, the Secured Creditor Trust, or any other party in interest.

4.10 Pension Benefit Guranty Corporation Matters. Subject to Article 7 of the Plan and any corollary provisions of the Confirmation Order, no other provision in the Confirmation Order or the Plan shall in any way be construed to discharge, release, limit, or relieve any Person other than the Debtors, and, as set forth in Article 7 of the Plan and any corollary provisions of the Confirmation Order, the Exculpated Parties and the Released Parties, in any capacity, from any liability or responsibility with respect to The Stanreco Retirement Plan under any law, governmental policy, or regulatory provision. Subject to Article 7 of the Plan, The Pension Benefit Guaranty Corporation and The Stanreco Retirement Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, the Confirmation Order, or the Bankruptcy Code. Notwithstanding the foregoing, the Pension Benefit Guaranty Corporation and The Stanreco Retirement Plan shall continue to be subject to the provisions of Sections 1.5 and 1.6 of this Plan.

4.11 Miscellaneous Provisions. Article 8 of the Plan contains several miscellaneous provisions, including (i) the retention of jurisdiction by the Bankruptcy Court over certain matters following the Confirmation Date and the Effective Date; (ii) the Liquidating Debtors' payment of statutory fees pursuant to 28 U.S.C. § 1930; (iii) the termination of the Balloting/Claims Agent in its capacity as claims, noticing and balloting agent, at Liquidating SRC's discretion; and (iv) the issuance of a final decree and the closing of the Chapter 11 Cases.

4.12 Final Approval and Payment of Professional Fees. Article 9 of the Plan describes the procedures for payment of Professional Fee Claims, including the funding of the Professional Fee Claims Escrow Account. On the Effective Date, the Debtors shall establish and fund the Professional Fee Claims Escrow Account in an amount sufficient to pay, in full, any then unpaid fees and expenses (including, without limitation, any estimated, accrued but unbilled fees and expenses through the Confirmation Date) owed to any Person asserting a Professional Fee Claim. Amounts held in the Professional Fee Claims Escrow Account shall not constitute property of the Debtors or the Liquidating Debtors and shall only be distributed in accordance with Section 9.2 of the Plan. Each Person asserting a Professional Fee Claim shall be entitled to a maximum amount from the Professional Fee Claims Escrow Amount equal to the amount of the Professional Fee Summary submitted by such Person less all interim compensation paid to such Person during the Chapter 11 Cases. In the event there is a remaining balance in the

Professional Fee Claims Escrow Account following payment of all Allowed Professional Fee Claims in accordance with Section 9.1 of the Plan, such remaining amount, if any, shall be paid into the Wind-Down Funds Account. In the event that there are insufficient funds in the Professional Fee Claims Escrow Account to pay any Allowed Professional Fee Claims in accordance with the terms of the Professional Fee Claims Escrow Account, the unpaid portion of such Allowed Professional Fee Claims shall be paid by Liquidating SRC.

5. FEASIBILITY

5.1 Financial Feasibility Analysis.

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

5.1.2 Liquidating Plan. The Plan is a plan of liquidation and therefore satisfies the feasibility standard. Exhibit 2 attached hereto demonstrates that the Debtors have sufficient funds to pay in full Unclassified Claims and Priority Creditors, as required by section 1129 of the Bankruptcy Code.

6. BEST INTERESTS OF CREDITORS AND ALTERNATIVES TO PLAN

6.1 Chapter 7 Liquidation.

6.1.1 Bankruptcy Code Standard. Notwithstanding acceptance of a plan by the requisite number of Creditors in an impaired class, the Bankruptcy Court must still independently determine that such plan provides each member of each impaired class of claims and interests that does not individually accept the plan with a recovery that has a value at least equal to the value of the recovery that each such member would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code on the effective date of such plan.

6.1.2 Plan is in the Best Interests of Creditors. The Debtors believe that the Plan satisfies the best interests test, because, among other things, the recoveries expected to be available to Holders of Allowed Claims under the Plan will be greater than the recoveries expected to be available in a chapter 7 liquidation, and Distributions under the Plan will commence at an earlier point in time than they would if a chapter 7 trustee were put in place.

Substantially all of the Debtors' tangible Assets have already been liquidated during the Chapter 11 Cases. The Debtors have diligently proceeded with monetizing or attempting to monetize all Assets of their Estates other than Assets with a *de minimis* value and certain remaining Causes of Action, if any.

Although the Plan effects a liquidation of the Estates' remaining Assets and a chapter 7 liquidation would have the same goal, the Debtors believe that the Plan provides the best source of recovery to Holders of Allowed Claims. Liquidating the Assets under chapter 7 would require the appointment of a chapter 7 trustee. Such an appointment would delay Distributions to

Holders of Claims and would likely provide a smaller Distribution to Holders of Allowed Claims because of the additional fees and expenses which would be incurred during a chapter 7 liquidation, including potential added time and expense incurred by a chapter 7 trustee and any of its retained professionals who would need to familiarize themselves with the Chapter 11 Cases.

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

6.1.3 Liquidation Analysis. The Debtors could be liquidated under chapter 7 of the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recoveries of the Holders of Claims is set forth in the hypothetical liquidation analysis (the "Liquidation Analysis") annexed hereto as **Exhibit 2**.

Underlying the Liquidation Analysis are a number of estimates and assumptions that, although developed and considered reasonable by the Debtors, are inherently subject to significant uncertainties and contingencies beyond the control of the Debtors. The Liquidation Analysis also is based on assumptions with regard to liquidation decisions that are subject to change. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the results of a liquidation of the Debtors. Accordingly, the values reflected might not be realized if the Debtors were, in fact, to be liquidated. In particular, the Liquidation Analysis assumes that $1.1 million is paid to the Second Lien Agent to settle the Debtors' dispute with the Second Lien Agent related to its claim that it is entitled to $1.85 million of the Wind-Down Amount. Although the Debtors dispute the Second Lien Agent's claim to any portion of the Wind-Down Amount, the Second Lien Agent may be successful in securing $1.85 million of the Wind-Down Amount for the benefit of the Holders of Second Lien Secured Claims. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Liquidation Analysis is based in connection with their evaluation of the Plan.

6.2 Continuation of the Chapter 11 Cases. The Debtors are not a going concern and thus there is no benefit to remaining in chapter 11.

6.3 Alternative Plan(s). The Debtors do not believe that any feasible alternative plan structures exist, and that the only alternatives to the Plan are the conversion of the Chapter 11 Cases to chapter 7 and liquidation of the Debtors pursuant to chapter 7 and a structured dismissal of the Chapter 11 Cases. The Debtors do not believe that either of these alternatives is preferable to the Plan, and that the Plan, as described herein, enables Holders of Claims to realize the greatest possible value under the circumstances.

7. INJUNCTION, EXCULPATION, AND RELEASES

7.1 Plan Injunction. Confirmation of the Plan shall operate as an injunction against the commencement or continuation of any act or action to collect, recover, or offset from the Estates (unless such offset rights were asserted in writing prior to the Confirmation Date), the GUC Trust, the Secured Creditor Trust, or any of their property, any Claim or Equity Interest treated in the Plan or any actions to interfere with the implementation and consummation of the Plan, except as otherwise expressly permitted by the Plan, the Confirmation Order or by Final Order enforcing the terms of the Plan. The Bankruptcy Court shall have jurisdiction to determine and award damages for any violation of such injunction, including compensatory

damages, professional fees and expenses, and exemplary damages for any willful violation of said injunction.

7.2 Exculpation and Limitation of Liability. None of the Debtors, the Committee or the Second Lien Agent, or any of their respective current members, partners, officers, directors, employees, advisors, professionals, or agents and advisors of any of the foregoing (including any attorneys, financial advisors, investment bankers, and other professionals retained by such Entities) but solely in their capacities as such (collectively, the "Exculpated Parties") shall have or incur any liability to any Holder of any Claim or Equity Interest for any act or omission on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases, the negotiation and execution of the purchase agreements for the sale of the Debtors' Assets to Taylor during the Chapter 11 Cases, the negotiation and execution of the Committee Settlement, the negotiation and execution of the Plan, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan, and the property to be distributed under the Plan on or before the Effective Date, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to the promulgation and confirmation of the Plan except in case of fraud, willful misconduct, intentional misconduct, or gross negligence by such Exculpated Party as determined by a Final Order.

The Confirmation Order shall serve as a permanent injunction against any party seeking to enforce any claim or Cause of Action against the Exculpated Parties that has been exculpated pursuant to Section 7.3 of the Plan. Upon information and belief, the U.S. Trustee does not believe that the Second Lien Agent and its current members, partners, officers, directors, employees, advisors, professionals, agents and advisors are properly included in the definition of Exculpated Parties.

7.3 Third Party Releases. On the Effective Date, (a) each Holder of a Claim who is presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code (i.e., Holders of Claims in Classes I and II), and (b) each Holder of a Class III and/or Class IV Claim who is entitled to vote on the Plan and does not, by the Voting Deadline, both (i) vote to reject the Plan or abstain from voting on the Plan and (ii) make the Third Party Opt-Out Election on its properly completed and returned Ballot, shall be deemed on behalf of itself and its estate, affiliates, heirs, executors, administrators, successors, assigns, managers, business managers, accountants, attorneys, representatives, consultants, agents, and any and all other Persons or parties claiming under or through them, to release, discharge, and acquit the Silver Point Entities; DLJ Investment Partners, L.P.; DLJ Investment Partners II, L.P., DLJIP II Holdings, L.P.; Credit Suisse AG, Cayman Islands Branch; Credit Suisse Loan Funding LLC; Sargas CLO II Ltd.; WG Horizons CLO I; any other lender under either or both of the First Lien Term Loan Facility or the Second Lien Term Loan Facility; any Person who has served as a director of Workflow Holdings, LLC, WorkflowOne, LLC, or their subsidiaries (collectively, "WorkflowOne"); Anthony DiNello, Frederic Brace, and Robert Peiser; and each of their respective current and former heirs, executors, administrators, predecessors, successors, assigns, subsidiaries, parents, affiliates, divisions, partners, members, interest holders (direct and indirect), officers, directors, employees (including, for the avoidance of doubt, any current or former employee of the Silver Point Entities in his or her capacity as a board member of the Debtors or

WorkflowOne), agents, shareholders, managers, accountants, attorneys, representatives, consultants, other professionals, insurers, and any and all other Persons acting under the direction, control, or on behalf of any of the foregoing, in each case solely in their capacity as such (each of the foregoing, a "Released Party") from any and all claims, counterclaims, disputes, liabilities, suits, demands, defenses, liens, actions, administrative proceedings, and Causes of Action of every kind and nature, or for any type or form of relief, and from all damages, injuries, losses, contributions, indemnities, compensation, obligations, costs, attorneys' fees, and expenses, of whatever kind and character, whether past or present, known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, or requirement, and claims of every kind, nature, and character whatsoever, including avoidance claims, Causes of Action, and rights of recovery arising under chapter 5 of the Bankruptcy Code and any and all claims based on avoidance powers under any applicable non-bankruptcy law that any such releasing party ever had or claimed to have, or has or claims to have presently or at any future date, against any Released Party arising from or related in any way whatsoever to the Debtors or WorkflowOne. For the avoidance of doubt, the failure to make the Third Party Opt Out Election shall not prevent any Holder of a Claim from receiving a Distribution under the Plan. Nothing in Section 7.4 of the Plan shall be deemed to release, waive, or otherwise impact any of the GUC Trust Causes of Action or any other Causes of Action against the defendants named in the GUC Trust Adversary Complaint or any other defendants that are not Released Parties for claims related to or based on the facts and circumstances alleged in the GUC Trust Adversary Complaint.

Upon information and belief, the U.S. Trustee does not believe that rights of recoupment are properly released by the Third Party Release.

7.4 Releases Contained in Committee Settlement. For the avoidance of doubt, nothing in the Plan shall limit the scope or timing of the releases approved through the Committee Settlement.

The Confirmation Order shall serve as a permanent injunction against any party seeking to enforce any claim or Cause of Action against the Released Parties that has been released pursuant to the Committee Settlement or Section 7.4 of the Plan.

8. RISK FACTORS

Holders of Claims who are entitled to vote on the Plan should read and carefully consider the following risk factors, as well as the other information set forth in this Disclosure Statement and the Plan, before deciding whether to vote to accept or reject the Plan.

8.1 Certain Bankruptcy Considerations. Even if an Impaired Class votes to accept the Plan, and with respect to any Impaired Class deemed to have rejected the Plan, the requirements for "cramdown" are met, the Bankruptcy Court may exercise substantial discretion and may choose not to confirm the Plan. Section 1129 of the Bankruptcy Code requires, among other things, that the value of Distributions to dissenting Holders of Claims or Equity Interests

may not be less than the value such Holders would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Although the Debtors believe that the Plan will meet such requirement, there can be no assurance that the Court will reach the same conclusion.

8.2 <u>Claims and Asset Value Estimation</u>. There can be no assurance that the estimated amount of Claims set forth in the Plan is correct. Additionally, there can be no assurance that the Debtors' estimate of the value of the Assets is correct. Any increase in the amount of Claims or decrease in the value of the Assets versus the Debtors' estimates of each could result in decreased recoveries to Creditors. The actual allowed amounts of Claims may differ from the Debtors' estimates. Any value given as to the Claims against and the Assets of the Debtors and the Estates is based upon an estimation of such value only and no formal appraisal of either has been done in connection with this Disclosure Statement.

Distributions under the Plan to Holders of Allowed Class III Claims will depend entirely on the amount realized from the liquidation of the Secured Creditor Trust Assets, and the costs and expenses incurred by the Secured Creditor Trust in connection with such liquidation. Similarly, other than the GUC Cash Payment, further Distributions under the Plan to Creditors holding Allowed Class IV Claims will depend entirely, among other things, on the amount of the recoveries, if any, with respect to the Committee Adversary Action, the proceeds from the disposition of the Free and Clear Assets, the Amount of Allowed Administrative Expense Claims and Allowed Priority Claims, and the costs and expenses incurred by the GUC Trust and Liquidating SRC in connection with the liquidation of the Free and Clear Assets, the claims reconciliation process, and the post-Effective Date wind-down of the Liquidating Debtors.

Actual Distributions to Allowed Unsecured Claims and Allowed Second Lien Claims may differ from those projected in this Disclosure Statement, and the Debtors make no warranties or representation about the actual amount of any such Distributions. The practical and legal reality is that, except as described herein, there is no other source of payment for Distributions to such Creditors. Under the Plan, Allowed Administrative Expense Claims and Priority Claims are payable before any further Distributions to the GUC Trust. Under the Secured Creditor Trust Agreement, the fees and expenses of the Secured Creditor Trustees and its professionals and advisors, are payable before any Distributions to Holders of Allowed Class III Claims, and under the GUC Trust Agreement, except for the GUC Payment, the fees and expenses of the GUC Trustee, and its professionals and advisors, and repayment of the GUC Trust Seed Funding Amount are payable before any Distributions to Holders of Allowed Class IV Claims.

9. <u>TAX CONSEQUENCES OF THE PLAN</u>

A detailed discussion of potential U.S. federal income tax consequences of the Plan can be found in the *Analysis of Certain U.S. Federal Income Tax Consequences of the Plan* annexed hereto as **<u>Exhibit 3</u>**.

10. CONCLUSION

It is important that you exercise your right to vote on the Plan. The Debtors and the Committee believe that the Plan fairly and equitably provides for the treatment of all Claims against and Equity Interests in the Debtors and recommend that you cast your Ballot in favor of the Plan.

IN WITNESS WHEREOF, the Debtors have executed this Disclosure Statement this 22nd day of September, 2015.

SRC LIQUIDATION COMPANY, ON ITS
OWN BEHALF AND ON BEHALF OF
ITS DEBTOR AFFILIATES, AS DEBTORS AND
DEBTORS IN POSSESSION

By: *<u>/s/ Landen C. Williams</u>*
Name: Landen C. Williams

Title: Chief Restructuring Officer

EXHIBIT 1

PLAN OF LIQUIDATION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SRC LIQUIDATION COMPANY, *et al.*,[1]	Case No. 15-10541 (BLS)
Debtors.	(Jointly Administered)

FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION FOR SRC LIQUIDATION COMPANY AND ITS AFFILIATES

[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: SRC Liquidation Company (5440); SR Liquidation Holding Company (3186); SR Liquidation Technologies, Inc. (3180); SR Liquidation International, Inc. (1861); iMLiquidation, LLC (6337); SR Liquidation of Puerto Rico Inc. (0578); SR Liquidation Mexico Holding Company (1624); Standard Register Holding, S. de R.L. de C.V. (4GR4); Standard Register de México, S. de R.L. de C.V. (4FN0); Standard Register Servicios, S. de R.L. de C.V. (43K5); and SR Liquidation Technologies Canada ULC (0001). The headquarters for the above-captioned Debtors is located at 600 Albany Street, Dayton, Ohio 45417.

Dated: Wilmington, Delaware
September 22, 2015

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Maris J. Kandestin (No. 5294)
Andrew L. Magaziner (No. 5426)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Michael A. Rosenthal (NY No. 4697561)
Jeremy L. Graves (CO No. 45522)
Matthew G. Bouslog (CA No. 280978)
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035
mrosenthal@gibsondunn.com
jgraves@gibsondunn.com
mbouslog@gibsondunn.com

Counsel to the Debtors and Debtors in Possession

INTRODUCTION

This consolidated Plan, proposed by and for the Debtors, contemplates the substantive consolidation of the Debtors for distribution purposes, the liquidation of the remaining Assets of the Debtors and the Distribution of such Assets to the Debtors' Creditors as provided herein. This Plan shall be interpreted as, and capitalized terms used, but not otherwise defined in the Plan shall have the meanings, set forth in Exhibit A attached hereto.

1. TREATMENT, CLASSIFICATION AND VOTING OF CLAIMS AND EQUITY INTERESTS; IMPAIRMENT

The categories listed below classify Claims and Equity Interests for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

Class	Type	Status Under Plan	Treatment
I	Other Secured Claims	Unimpaired and Deemed to Accept	Subject to Section 3.3 of the Plan, except to the extent that a Holder of an Allowed Other Secured Claim has been paid by or on behalf of the Debtors prior to the Effective Date or agrees to a different treatment, with respect to Other Secured Claims that are Allowed as of the Effective Date the Debtors shall, (a) satisfy such Claims in whole or in part by the transfer of all or any portion of the Assets securing such Claims or (b) at the election of the Second Lien Agent made on or before the Effective Date and with the consent of the Debtors (i) reinstate such Claims in full, leaving unaffected the Holder's legal, equitable and contractual rights; *provided* that the Committee's consent shall be required for such reinstatement if the Creditor has any Secured Claim against Liquidating SRC or the GUC Trust, (ii) pay such Claims in Cash up to the Allowed amount of such Claims, (iii) begin to make deferred Cash payments having a present value on the Effective Date equal to the Allowed amount of such Claims, or (iv) treat such Claims in a manner that would provide the "indubitable equivalent" of such Claims; and, with respect to Other Secured Claims that are not Allowed as of the Effective Date, the collateral securing such Other Secured Claim, or the proceeds thereof, will be set aside on the Effective Date and Distributed in accordance with Section 3.3.2 of the Plan upon Allowance of such Claim. .
II	Priority Claims	Unimpaired and Deemed to	Subject to Section 3.3 of the Plan, except to the extent that a Holder of an Allowed Priority Claim has been paid by or on behalf of the Debtors prior to the Effective Date or

		Accept	agrees to a different treatment, each Holder of an Allowed Priority Claim shall be paid Cash in the Allowed amount of their Priority Claim on the Effective Date or on the date such Allowed Priority Claim becomes due and payable pursuant to Section 3.3.2 of the Plan if such Priority Claim is not Allowed on the Effective Date; *provided*, *however*, that, at the election of the Debtors exercised prior to the Confirmation Hearing and in consultation with the Committee, Holders of Priority Tax Claims shall be paid the Allowed amount of their Priority Tax Claim plus interest at the applicable rate in Cash in regular quarterly installments, of a value as of the Effective Date of the Plan, equal to such Allowed Amount, over a period ending no later than March 11, 2020.
III	Second Lien Secured Claim	Impaired and Entitled to Vote	Each Holder of the Allowed Second Lien Secured Claim shall be entitled to receive its Pro Rata Share, as reflected in the books and records of the Second Lien Agent, of the beneficial interests in the Secured Creditor Trust as set forth in Section 3.2 of the Plan.
IV	General Unsecured Claims	Impaired and Entitled to Vote	Each Holder of an Allowed General Unsecured Claim shall be entitled to receive its Pro Rata Share of the beneficial interests in the GUC Trust as set forth in Section 3.2 of the Plan, subject to Section 1.6 of the Plan and the GUC Trust Agreement; *provided*, *however*, that the Second Lien Deficiency Claims shall be deemed allowed for voting purposes only, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the GUC Trust.
V	Subordinated Claims	Impaired and Deemed to Reject	Holders of Subordinated Claims will not receive any Distributions on account of such Claims under the Plan.
VI	Equity Interests	Impaired and Deemed to Reject	On the Effective Date, all Equity Interests in the Debtors shall be cancelled, annulled, and voided, and Holders thereof shall be entitled to no Distribution or recovery on account of such Equity Interests, provided, however, Equity Interests in any subsidiary of SRC Liquidation Company which is wholly owned, directly or indirectly, by SRC Liquidation Company shall be preserved solely for the benefit of the Holders of Allowed Claims as provided in the Plan.

1.1 **Allowed Unclassified Claims**. Subject to Section 3.3 of the Plan, except to the extent otherwise agreed to by the Holder of an Allowed Unclassified Claim, each Holder of an Allowed Unclassified Claim (other than Professional Fee Claims) shall be paid in Cash the full amount of such Allowed Unclassified Claim. Allowed Unclassified Claims (other than Professional Fee

Claims) shall be paid (a) by the Debtors or Liquidating SRC on the later of the Effective Date or the date such Claim becomes due and payable (or as soon as reasonably practicable after) if such Claim is Allowed as of the Effective Date; and (b) by Liquidating SRC in accordance with Section 3.3 of the Plan if such Claim is not Allowed as of the Effective Date.

Professional Fee Claims will be Allowed and paid in accordance with Article 9 of the Plan.

1.2 Provisions Governing Allowance of and Defenses to Claims. Nothing in the Plan shall affect the rights, defenses, or remedies of the Debtors, the Estates, or the Trustees in respect of any Claim, including all rights, defenses, and remedies in respect of legal and equitable objections, defenses, setoffs, or recoupment against such Claims. The Trusts may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which Distribution shall be made), any claims of any nature whatsoever that the Estates or the Trusts may have against the Claim Holder, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Trusts of any such Claim they may have against such Claim Holder. The Trustee of either Trust may designate any Claim against such Trust as Allowed at any time from and after the Effective Date without further order of the Bankruptcy Court, subject to the provisions of the applicable Trust Agreement and Article 4 below.

1.3 No Interest on Claims. Except as expressly required under section 506 of the Bankruptcy Code, the Holders of Claims shall not be entitled to any interest on such Claims that accrued on and after the Petition Date.

1.4 Voting and Request to Confirm Under Section 1129(b). Claims in Classes III and IV are Impaired and the Holders thereof are entitled to vote to accept or reject the Plan. Claims in Classes I and II are Unimpaired and the Holders thereof are deemed to accept the Plan and to grant the Third Party Releases. Claims in Class V and Equity Interests in Class VI are Impaired, will not receive a Distribution under the Plan, and the Holders thereof are deemed to reject the Plan. Any Class of Claims that does not have a Holder of a Claim as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting and determining acceptances and rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

In view of the deemed rejection by Classes V–VI, the Debtors request the Bankruptcy Court to confirm the Plan under section 1129(b) of the Bankruptcy Code.

1.5 Third Party Releases. The Plan provides for the Third Party Releases. Each Holder of a Claim who is presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code (*i.e.*, Holders of Claims in Classes I and II), shall be deemed to have granted the Third Party Releases. Each Holder of a Class III or Class IV Claim entitled to vote shall be deemed to have granted the Third Party Releases unless such Holder, by the Voting Deadline, both (a) votes to reject the Plan or abstains from voting on the Plan and (b) executes and submits a Third Party Opt-Out Election.

1.6 Disgorgement Provision. Any Holder of a Class IV Claim shall, if such Holder initiates a lawsuit in its individual capacity against any of the Released Parties, (a) pay an amount equal

to any Distributions it has received from the GUC Cash Payment to the Second Lien Agent, and (b) be deemed to have automatically waived its right to any further Distributions under the Plan or from the GUC Trust.

1.7 Cancellation of Claims and Equity Interests. Except as otherwise set forth in the Plan, and except for purposes of evidencing a timely asserted Claim, all notes, stock, instruments, certificates, and other documents evidencing any Claims or Equity Interests shall be cancelled, shall be of no further force, whether surrendered for cancellation or otherwise, and the obligations of the Debtors thereunder or an any way related thereto shall be discharged.

1.8 Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays provided for in the Bankruptcy Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the applicable Bankruptcy Cases are closed.

1.9 Corporate Action. The Confirmation Order shall approve and authorize the Debtors to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan and any documents contemplated to be executed therewith, prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without the need for any further approval, act or action under any applicable law, order, rule, or regulation.

1.10 Dissolution of Committee. The Committee shall continue in existence through and including the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code and shall perform such other duties as it may have been assigned by the Bankruptcy Court, this Plan, or the Confirmation Order prior to the Effective Date. On the Effective Date, the Committee shall be deemed dissolved, and its members shall be deemed released of all their duties, responsibilities, and obligations as members of the Committee in connection with the Bankruptcy Cases or the Plan and its implementation, and the retention or employment of the Committee's Professionals shall terminate; *provided, however*, that the Committee shall continue to exist after the Effective Date for the limited purpose of any matter expressly provided by this Plan or the Confirmation Order, including but not limited to the prosecution of any Professional Fee Claims pursuant to Article 9 hereof.

1.12 Termination of Debtors' Professionals and Committee Professionals. On the Effective Date, the Professionals for the Debtors and the Committee shall be deemed to have completed their services and their representation of the Debtors and the Committee, as applicable, shall be deemed to be terminated, provided that such Professionals shall be entitled to assert and prosecute Professional Fee Claims pursuant to Article 9 hereof.

2. IMPLEMENTATION OF THE PLAN AND THE TRUSTS

2.1 Implementation of the Plan. The Plan will be implemented by the Debtors, the Secured Creditor Trust and the GUC Trust, as applicable, and funded from the Assets of the Estates, the Wind-Down Amount, and the Taylor Payment Receivable.

2.2 <u>Substantive Consolidation</u>.

(a) Entry of the Confirmation Order shall constitute approval, pursuant to sections 105(a) and 1123(a)(5) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Estates of the Debtors for the purposes of confirming and consummating the Plan, including, but not limited to, voting, confirmation and Distribution. On and after the Effective Date, (i) all Assets and liabilities of the Debtors shall be deemed to be the Assets and liabilities of a single, consolidated Entity, (ii) each Claim Filed or to be Filed against any Debtor shall be deemed Filed as a single Claim against and a single obligation of the Debtors, (iii) all Claims held by a Debtor against any other Debtor shall be cancelled or extinguished, *provided*, *however*, that the Claims set forth in the Mexico Consideration Tax Treatment Agreement shall be preserved solely for the purposes of implementing that Agreement, (iv) no Distributions shall be made under the Plan on account of any Claim held by a Debtor against any other Debtor, (v) the existing Equity Interests in SRC Liquidation Company shall be cancelled, (vi) no Distributions shall be made under the Plan on account of any existing Equity Interest held by a Debtor in any other Debtor, except as and to the extent required in the Mexico Consideration Tax Treatment Agreement, (vii) all guarantees of any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor shall be one obligation of the substantively consolidated Debtors, and (viii) any joint or several liability of any of the Debtors shall be one obligation of the substantively consolidated Debtors.

(b) The substantive consolidation of the Debtors under the Plan shall not (other than for purposes related to funding Distributions under the Plan) affect (i) the legal and organizational structure of the Debtors, (ii) Executory Contracts or Unexpired Leases that were entered into during the Chapter 11 Cases or that have been or will be assumed or rejected, (iii) any agreements entered into by the Trusts on or after the Effective Date (including any agreements entered into by the GUC Trust or the Secured Creditor Trust prior to the Effective Date, all of which are deemed to be ratified as of the Effective Date), (iv) the Debtors' or the GUC Trust's ability to subordinate or otherwise challenge Claims on an Entity-by-Entity basis, and (v) distributions to the Debtors or the Trusts from any insurance policies or the proceeds thereof. Notwithstanding the substantive consolidation called for herein, each and every Debtor shall remain responsible for the payment of U.S. Trustee fees pursuant to 28 U.S.C. § 1930 until its particular case is closed, dismissed or converted.

(c) In the event the Bankruptcy Court authorizes the Debtors to substantively consolidate less than all of the Debtors' Estates: (i) the Plan shall be treated as a separate plan of liquidation for each Debtor not substantively consolidated, and (ii) the Debtors shall not be required to resolicit votes with respect to the Plan.

2.3 <u>The Debtors' Post-Effective Date Corporate Affairs</u>.

2.3.1 <u>Debtors' Managers, Directors, and Officers</u>. On the Effective Date, other than with respect to the Mexico Debtors, each of the Debtors' managers, directors, and officers shall be deemed to resign, with such resignations to have immediate effect. Each Person serving in the capacity of director or officer of one or more of the Debtors other than the Mexico Debtors on or prior to the Effective Date shall have no continuing obligations to the Debtors or Liquidating Debtors following the occurrence of the Effective Date. The managers, officers,

directors, and other similar agents of the Mexico Debtors shall retain their positions on and after the Effective Date.

2.3.2 **Appointment of Officer(s), Managers and Director(s) of Liquidating Debtors.** The initial manager(s), officer(s) and director(s) of the Liquidating Debtors other than the Mexico Debtors shall be selected by the GUC Trust Oversight Committee and identified to the GUC Trustee no later than ten (10) days prior to the Plan Voting Deadline. The GUC Trustee shall File a notice identifying the Person or Persons selected as post-Effective Date manager(s), officer(s) and director(s) of the Liquidating Debtors other than the Mexico Debtors and serve such notice on the Committee, the Second Lien Agent, the Debtors, and the U.S. Trustee no later than seven (7) days prior to the Plan Voting Deadline. The appointment of the initial manager(s), officer(s) and director(s) of the Liquidating Debtors other than the Mexico Debtors shall be approved in the Confirmation Order, and such appointment shall be effective on the Effective Date. Following the Effective Date, the GUC Trust Oversight Committee shall have the authority to select, appoint, remove, replace, and establish the compensation (if any) of the manager(s), officer(s) and director(s) of the Liquidating Debtors other than the Mexico Debtors as the GUC Trust Oversight Committee, in its sole discretion, deems appropriate, without further order of the Bankruptcy Court.

2.3.3 **Conversion of SRC Liquidation Company; Cancellation of Shares; GUC Trust as Sole Shareholder.** In accordance with the Implementation Memorandum, the actions set forth in this Section 2.3.3 shall be taken on the Effective Date. Pursuant to the provisions of the Confirmation Order and without any requirement to obtain approval of Holders of existing Equity Interests of SRC Liquidation Company, SRC Liquidation Company shall be converted from an Ohio corporation into an Ohio limited liability company. All of the existing Equity Interests in the Debtors (including all instruments evidencing such Equity Interests) shall be automatically deemed cancelled and extinguished without the requirement of any further action under any applicable agreement, law, regulation, or rule, *provided*, that Equity Interests in any subsidiary of SRC Liquidation Company which is wholly owned, directly or indirectly, by SRC Liquidation Company shall be preserved solely for the benefit of the Holders of Allowed Claims as provided in the Plan. Liquidating SRC shall issue all of the Liquidating SRC Membership Interests to the GUC Trust. The GUC Trust shall hold such Liquidating SRC Membership Interests for the benefit of the GUC Trust Beneficiaries, and such Liquidating SRC Membership Interests shall remain outstanding until Liquidating SRC is dissolved in accordance with the Plan.

2.3.4 **Vesting of Assets and Dissolution of the Debtors.** On the Effective Date, all Assets of the Debtors not otherwise transferred either to the GUC Trust or the Secured Creditor Trust shall vest in Liquidating SRC free and clear of all Claims, Equity Interests, liens, charges or other encumbrances other than the obligations set forth in the Wind-Down Settlement, if any. On the Effective Date or as soon thereafter as is reasonably practicable, and without the need for any further order of the Bankruptcy Court, action, or formality which might otherwise be required under applicable non-bankruptcy laws, the Debtors other than Liquidating SRC may, in the sole discretion of Liquidating SRC, be (a) dissolved without the need for any filings with the Secretary of State or other requisite governmental official in each Debtor's respective jurisdiction of formation, (b) merged into or with Liquidating SRC or the GUC Trust, or (c) sold; *provided*, *however*, that no such dissolution, merger or sale shall occur with respect to the Mexico Debtors except in accordance with and pursuant to Mexico law (and after all obligations

of such Mexico Debtors to be satisfied by Taylor have been determined and satisfied) or shall have the effect of altering implementation of the Mexico Consideration Tax Treatment Agreement; *provided further*, *however*, that the proceeds of any sale of the Equity Interests of any Liquidating Debtor other than Liquidating SRC shall be remitted to the Secured Creditor Trust; the Confirmation Order may provide for such dissolution, merger or sale of such other Debtors. After all Disputed Claims have been resolved in accordance with Section 4.2 hereof, all payments required to be made by Liquidating SRC or Taylor under this Plan, including without limitation Section 3.2.1, have been made, and all obligations of the Debtors under the Asset Purchase Agreement have been satisfied, and without the need for any further order of the Bankruptcy Court, action, or formality which might otherwise be required under applicable non-bankruptcy laws, Liquidating SRC shall be dissolved without the need for any filings with the Secretary of State or other requisite governmental official in Liquidating SRC's jurisdiction of formation. If desired by Liquidating SRC, the entry of a Final Decree in any of the Chapter 11 Cases shall effect the dissolution of the Liquidating Debtor in such case to the extent permissible under applicable law; *provided*, *however*, that no such dissolution shall occur with respect to the Mexico Debtors except in accordance with and pursuant to Mexico law (and after all obligations of such Mexico Debtors to be satisfied by Taylor have been determined and satisfied) or shall have the effect of altering implementation of the Mexico Consideration Tax Treatment Agreement. To the extent Liquidating SRC holds any Assets on the date of its dissolution that are not otherwise subject to Section 2.3.7 hereof, such Assets shall vest in the GUC Trust for the benefit of the GUC Trust Beneficiaries or may be abandoned, at the election of the GUC Trustee.

2.3.5 Trustees of Secured Creditor Trust. The Secured Creditor Trust is and will be managed by the Secured Creditor Trustee. The Secured Creditor Trustee may be changed as provided in the Secured Creditor Trust Agreement. Any such changes prior to the Effective Date shall be noticed to the Committee, the Debtors and the U.S. Trustee.

2.3.6 Establishment of Secured Creditor Trust. On the Effective Date, the Debtors and the Secured Creditor Trustee shall ratify the Secured Creditor Trust Agreement and shall confirm that the trust referred to in such Agreement is the Secured Creditor Trust pursuant to the Plan. In the event of any conflict between the terms of the Plan and the terms of the Secured Creditor Trust Agreement, the terms of the Plan shall control.

2.3.7 Secured Creditor Trust Assets. Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date, the Debtors shall transfer all of their right, title, and interest in and to all of the Secured Creditor Trust Assets not already transferred to the Secured Creditor Trust pursuant to the Wind-Down Settlement, if any. In accordance with section 1141 of the Bankruptcy Code, all Secured Creditor Trust Assets shall automatically vest in the Secured Creditor Trust free and clear of all Claims and Liens, other than Permitted Claims and Liens under the Second Lien Term Loan Facility and the Claims and Liens of the Second Lien Agent, Holders of Class III Claims and Bank of America, N.A.. The BofA Cash Collateral Agreement shall be deemed assigned, by virtue of this Plan and the Confirmation Order, to the Secured Creditor Trust on the Effective Date, and the Secured Creditor Trust shall be deemed the successor to the Debtors for the purposes of the BofA Cash Collateral Agreement and shall have the right to enforce any rights of the Debtors thereunder. In connection with the vesting and transfer of the Secured Creditor Trust Assets, including, without limitation, any Causes of Action that are Secured Creditor Trust Assets, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or

communications (whether written or oral) transferred to the Secured Creditor Trust shall vest in the Secured Creditor Trust. The Debtors and the Secured Creditor Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities. All Assets transferred to the Secured Creditor Trust shall be transferred free of any stamp or similar tax to the maximum extent permitted under section 1146(a) of the Bankruptcy Code. All transfers of Secured Creditor Trust Assets to third parties in accordance with the Secured Creditor Trustee's duties and responsibilities under this Plan and the Secured Creditor Trust Agreement are transfers pursuant to this Plan and accordingly shall be free of any stamp or similar taxes. To the extent any Secured Creditor Trust Assets are mistakenly transferred to the GUC Trust or vest in the Liquidating Debtors, the GUC Trust and/or the Liquidating Debtors, as applicable, shall, upon request, reasonably cooperate with the Secured Creditor Trust in causing such Secured Creditor Trust Assets to be transferred to the Secured Creditor Trust; and any such transfer shall be deemed made pursuant to the Plan, retroactive to the Effective Date.

2.4 GUC Trust.

2.4.1 GUC Trust Trustees. The GUC Trust is and will be managed by the GUC Trustee. The GUC Trustee may be changed as provided in the GUC Trust Agreement. Any such changes prior to the Effective Date shall be noticed to the Second Lien Agent, the Committee, the Debtors and the U.S. Trustee.

2.4.2 Establishment of the GUC Trust. On the Effective Date, the Debtors and the GUC Trustee shall ratify the GUC Trust Agreement and shall confirm that the trust referred to in such Agreement is the GUC Trust pursuant to the Plan. In the event of any conflict between the terms of the Plan and the terms of the GUC Trust Agreement, the terms of the Plan shall control.

2.4.3 Transfer and Vesting of GUC Trust Assets. On the Effective Date, notwithstanding any restriction on or prohibition of assignability under applicable non-bankruptcy law the Debtors shall transfer, to the extent not previously transferred pursuant to the Committee Settlement and the GUC Trust Agreement, all of their right, title, and interest in and to the GUC Trust Assets to the GUC Trust in trust for the benefit of the GUC Trust Beneficiaries and, in accordance with section 1141 of the Bankruptcy Code, all such Assets shall automatically vest in the GUC Trust, free and clear of all Claims and liens, subject only to repayment of the GUC Trust Seed Funding Amount and the expenses of the GUC Trust as set forth herein and in the GUC Trust Agreement. For the avoidance of doubt, to the extent the transfer, pursuant to the Committee Settlement, of any GUC Trust Assets to the GUC Trust prior to the Effective Date is ever deemed ineffective or otherwise invalid, such GUC Trust Assets shall be deemed transferred to the GUC Trust pursuant to this Plan, effective as of the Effective Date. On the Effective Date, to the extent that any GUC Trust Assets cannot be transferred to the GUC Trust for any reason, (a) the GUC Trustee is appointed as a representative of the Liquidating Debtors' estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to such Assets and (b) the Liquidating Debtors shall be deemed to have transferred and assigned to the GUC Trust, for the benefit of the GUC Trust Beneficiaries, all of their right, title, and interest in and to the proceeds of such Assets. All Assets transferred to the GUC Trust shall be transferred free of any stamp or similar tax to the extent permitted under section 1146(a) of the Bankruptcy Code. All transfers of GUC Trust Assets to third parties in accordance with the GUC Trustee's duties and responsibilities under this Plan and the GUC Trust Agreement are transfers pursuant to this Plan and accordingly shall be free of any stamp or similar taxes.

In connection with the vesting and transfer of the GUC Trust Assets (including but not limited to the GUC Trust Causes of Action), any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the GUC Trust shall be transferred to and vest in the GUC Trust. Privileged communications may be shared among the GUC Trustee, the GUC Trust Oversight Committee, and the Liquidating Debtors without compromising the privileged nature of such communications, in accordance with the common interest doctrine. The Plan shall be considered a motion for such relief pursuant to sections 105, 363, and 365 of the Bankruptcy Code. The Debtors and the GUC Trustee are authorized to take all necessary actions to effectuate the transfer from the Debtors to the GUC Trust of such privileges, protections, and immunities held by the Debtors in connection with the GUC Trust Causes of Action. To the extent any GUC Trust Assets are mistakenly transferred to the Secured Creditor Trust, the Secured Creditor Trust shall, upon request, reasonably cooperate with the GUC Trust in causing such GUC Trust Assets to be transferred to the GUC Trust; and any such transfer shall be deemed made pursuant to the Plan, retroactive to the Effective Date.

2.4.4 Repayment of GUC Trust Seed Funding Amount. Prior to the Effective Date, the Debtors advanced the GUC Trust Seed Funding Amount to the GUC Trust from the Wind-Down Amount. The GUC Trust shall repay the GUC Trust Seed Funding Amount as provided in Section 2.8 of the GUC Trust Agreement before payment of any proceeds, other than the GUC Cash Payment, to beneficiaries of the GUC Trust.

2.5 Treatment of GUC Trust and Secured Creditor Trust for Federal Income Tax Purposes; No Successor in-Interest.

The Trusts shall be established for the primary purpose of liquidating and distributing the Assets transferred to them, in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trusts. Accordingly, the Trustee(s) of the GUC Trust and the Secured Creditor Trust shall, in an expeditious but orderly manner, liquidate and convert to Cash the Assets of the respective Trust, and make timely Distributions to the beneficiaries of each Trust, and not unduly prolong the duration of the Trusts. Neither the GUC Trust nor the Secured Creditor Trust shall be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the relevant Trust Agreement.

Each Trust is intended to qualify as a "grantor trust" for federal income tax purposes with the beneficiaries of such Trust treated as grantors and owners of the Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Trustees, and the beneficiaries of the Trusts) shall treat the transfer of the Assets by the Debtors to the Trusts, as set forth in the Trust Agreements, as a transfer of such Assets by the Debtors to the Holders of Allowed Claims entitled to Distributions from the Assets of the relevant Trust, followed by a transfer by such Holders to the relevant Trust. Thus, the beneficiaries of each Trust shall be treated as the grantors and owners of a grantor trust for federal income tax purposes.

As soon as reasonably practicable after the Effective Date, the Trustees of each Trust (to the extent that the Trustees deem it necessary or appropriate in their sole discretion) shall make a

good faith determination of the value of the Assets of such Trust. The valuation shall be used consistently by all parties (including the Debtors, the Trustees, and the beneficiaries of the Trusts) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Assets transferred either to the GUC Trust or the Secured Creditor Trust.

The right and power of the Trustees of each Trust to invest the Assets transferred to such Trust, the proceeds thereof, or any income earned by the Trust, shall be as set forth in the Trust Agreements.

2.5.1 Responsibilities of Trustees. The responsibilities of the Trustees of each Trust, which shall be discharged in accordance with the terms of this Plan and the relevant Trust Agreement, shall include, but shall not be limited to, the following:

(a) Administering, liquidating, and monetizing the Assets of the Trust;

(b) Objecting to and resolving Disputed Claims pursuant to Article 4 hereof;

(c) Investigating, pursuing, litigating, settling, or abandoning any Causes of Action transferred to the Trust and, in the case of the GUC Trustee, administering the Assets of the Liquidating Debtors, in conjunction with the manager(s) and officer(s) of Liquidating SRC, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code;

(d) Making Distributions in accordance with the terms of the Plan and the relevant Trust Agreement;

(e) Preparing and Filing post-Effective Date operating reports;

(f) Filing appropriate tax returns in the exercise of their fiduciary obligations;

(g) Retaining such professionals as are necessary and appropriate in furtherance of its fiduciary obligations; and

(h) Taking such actions as are necessary and reasonable to carry out the purposes of the Trust.

As of the Effective Date, to the extent necessary or appropriate to effectuate the terms of the Plan and the relevant Trust Agreement, the Trustees of each Trust shall, as to any Assets transferred to such Trust pursuant to the Plan or the Committee Settlement, be deemed to be a representative of the Debtors' estates in the Chapter 11 Cases, under the Plan, or in any judicial proceeding or appeal to which a Debtor is a party, consistent with section 1123(b)(3)(B) of the Bankruptcy Code.

Subject to the terms of the relevant Trust Agreement, each Trust may hire and employ its own counsel, financial advisors, or other consultants, and the retention as a Professional during the Chapter 11 Cases shall not prohibit the Trust from hiring any particular Professional.

2.5.2 <u>Cost and Expenses of Trusts</u>. All costs and expenses of each Trust shall be the responsibility of and paid by that Trust, as provided in the relevant Trust Agreement.

2.5.3 <u>Bonding of Trustees</u>. The Trustee of each Trust shall not be obligated to obtain a bond but may do so, in his, her, or its sole discretion, in which case the expense incurred by such bonding shall be paid by the relevant Trust.

2.5.4 <u>Dissolution of the Trusts</u>. Except as otherwise provided in the applicable Trust Agreement, the Trusts shall be dissolved no later than five (5) years from the Effective Date unless the Bankruptcy Court, upon a motion Filed on or before the fifth anniversary or the end of any extension period approved by the Bankruptcy Court (the Filing of which motion shall automatically extend the term of the Trust pending the entry of an order by the Bankruptcy Court granting or denying the motion), determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the Assets of the relevant Trust. Any such extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term. As to each Trust, after (a) the final Distribution of the reserves and the balance of the Assets or proceeds of the Assets of such Trust pursuant to the Plan, (b) the Filing by or on behalf of the Trust of a certification of dissolution with the Bankruptcy Court in accordance with the Plan, and (c) any other action deemed appropriate by the Trustees of the Trust, the Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions.

2.5.5 <u>Liability, Indemnification of the Trust Protected Parties</u>. The Trust Protected Parties shall not be liable for any act or omission of any other Trust Protected Parties or the member, designee, agent, or representative of such Trust Protected Parties, nor shall such Trust Protected Parties be liable for any act or omission taken or not taken (including, without limitation, any claim relating to or arising out of the implementation or administration of this Plan, the activities of the applicable Trust, the Assets or liabilities of the Debtors or the applicable Trust, or the responsibilities or obligations of the Trust Protected Parties with respect to the Plan, the applicable Trust, the Debtors, or the Liquidating Debtors (including, without limitation, claims under applicable environmental law)) other than for specific acts or omissions resulting from, and found by a court of competent jurisdiction to have been caused by, such Trust Protected Parties' willful misconduct, gross negligence or fraud. A Trustee of the Trusts may, in connection with the performance of his, her, or its functions, and in his, her, or its sole and absolute discretion, consult with his, her, or its attorneys, accountants, financial advisors, and agents. Notwithstanding such authority, no Trustee of any Trust shall be under any obligation to consult with his, her, or its attorneys, accountants, financial advisors, and agents, and his, her, or its determination not to do so shall not result in the imposition of liability on the Trustee, unless such determination is based on willful misconduct, gross negligence or fraud. Each Trust shall indemnify and hold harmless its own Trust Protected Parties, and not the Trust Protected Parties from any other Trust created pursuant to the Plan, from and against and in respect of all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorney's fees, disbursements, and related expenses), which such Trust Protected Parties may incur or to which such Trust Protected Parties may become subject to in connection with any action, suit, proceeding, or investigation brought by or threatened against such Trust Protected Parties arising out of or due to their acts or omissions or consequences of such acts or omissions, with respect to the implementation or administration of the applicable Trust or the Plan or the discharge of their duties hereunder; provided, however, that no such indemnification will be

made to such Trust Protected Parties for actions or omissions as a result of their willful misconduct, gross negligence, or fraud.

2.5.6 Full and Final Satisfaction against Trusts. On and after the Effective Date, neither the GUC Trust nor the Secured Creditor Trust shall have any liability on account of any Claims or Equity Interests except as set forth in the Plan and in the relevant Trust Agreement. All payments and all Distributions made by each Trust under the Plan shall be in full and final satisfaction, settlement, and release of and in exchange for all Claims or Equity Interests against such Trust.

2.6 Bank of America Claims. The Claims held by Bank of America, N.A. pursuant to the BofA Cash Collateral Agreement shall be Other Secured Claims and shall be treated as set forth in this Section 2.6. The BofA Cash Collateral Agreement shall be assumed, affirmed and reinstated in full, and assigned to the Secured Creditor Trust along with the BofA Cash Collateral Account, leaving unaffected BofA's legal, equitable and contractual rights. The Secured Creditor Trust, as assignee of the Debtors, shall maintain the BofA Cash Collateral Account and Bank of America, N.A. shall be entitled to payment of its Claims, if any, from the BofA Cash Collateral Account in accordance with the terms and conditions of the BofA Cash Collateral Agreement. On and after the Effective Date, Bank of America, N.A. shall have no recourse against Liquidating SRC, the GUC Trustee, or the GUC Trust Assets for any Claims arising under the BofA Cash Collateral Agreement.

2.7 Continuation as Debtor in PossessionBetween the Confirmation Date and the Effective Date. During the period from the Confirmation Date through the Effective Date, the Debtors shall continue to manage their Assets and resolve their liabilities, as debtors-in-possession, subject to the oversight of the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules, and all orders of the Bankruptcy Court that are then in full force and effect.

3. EXECUTION OF THE PLAN

3.1 Effective Date. The Plan shall become effective on the date that is the first Business Day on which each condition set forth in Article 6 of the Plan has been satisfied or waived as set forth therein (the "Effective Date"). On the Effective Date, or as soon as practicable thereafter, Liquidating SRC, the GUC Trustee, and the Secured Creditor Trustee, as applicable, shall consummate, pursuant to section 1123(a)(5)(D) of the Bankruptcy Code, those transactions and sales of property, if any, set forth in the Plan or the Plan Supplement.

3.2 Funding, Distributions and Reserves for Class III and IV Claims.

3.2.1 Transfers to Trusts. On the Effective Date, or as soon thereafter as practicable, the GUC Trust Assets will be transferred by the Debtors to the GUC Trust and the Secured Creditor Trust Assets will be transferred by the Debtors to the Secured Creditor Trust. The GUC Trust Assets and the Secured Creditor Trust Assets transferred by the Debtors shall be deemed vested in the respective Trust. The Liquidating Debtors shall not make any further transfers or contributions to the GUC Trust until all Unclassified Claims, Priority Claims, and Other Secured Claims are satisfied in accordance with the Plan, and any Surplus Wind-Down Funds are paid to

Taylor; thereafter, subject to Section 2.3.7 hereof, all remaining Assets of Liquidating SRC may be transferred by Liquidating SRC to the GUC Trust.

3.2.2 No Waiver. The Debtors, the Liquidating Debtors, the GUC Trustee, and the Secured Creditor Trustee reserve the rights to pursue any and all Causes of Action vested in them pursuant to the provisions of this Plan, the Trust Agreements, and/or the Committee Settlement, and all rights of the Liquidating Debtors, the Secured Creditor Trust, and the GUC Trust to pursue, administer, settle, litigate, enforce and liquidate any and all such Causes of Action consistent with the terms and conditions of the Plan, Secured Creditor Trust Agreement, the GUC Trust Agreement, and the Committee Settlement are hereby preserved. The Liquidating Debtors and the GUC Trustee shall, pursuant to Section 1123 and all applicable law, have the requisite standing to prosecute, pursue, administer, settle, litigate, enforce and liquidate the GUC Trust Causes of Action and Avoidance Actions. For the avoidance of doubt, (a) the GUC Trust Adversary Proceeding, the GUC Trust Causes of Action and Avoidance Actions are expressly preserved, and (b) all causes of Action against the Released Parties are expressly released as set forth in the Committee Settlement, Article 7 hereof, and the corollary provisions of the Confirmation Order. The Secured Creditor Trust shall, pursuant to section 1123 of the Bankruptcy Code, have the requisite standing to prosecute, pursue, administer, settle, litigate, enforce, and liquidate any Causes of Action that constitute Secured Creditor Trust Assets.

Except for Causes of Action against a Person or Entity that are expressly waived, relinquished, released, compromised or settled in this Plan, the Committee Settlement, or any Final Order (including, without limitation, the Causes of Action against the Released Parties), the Debtors (before the Effective Date) and the Secured Creditor Trust, the GUC Trust, and the Liquidating Debtors (on and after the Effective Date) expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine or other rule of law, including, without limitation, 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 result of the confirmation or Effective Date of the Plan, or the Confirmation Order. All Causes of Action held by the Debtors' Estates or the GUC Trust as of the Confirmation Date shall survive Confirmation of the Plan and the commencement and prosecution of any Causes of Action shall not be barred or limited by any estoppel (judicial, equitable or otherwise). Subject to the Committee Settlement, Article 7 hereof, and the corollary provisions of the Confirmation Order, the rights of the Secured Creditor Trust, the GUC Trust, and the Liquidating Debtors to commence and prosecute Causes of Action shall not be abridged, limited, or altered in any manner by reason of Confirmation of the Plan or the occurrence of the Effective Date. No defendant party to any Cause of Action (including Avoidance Actions) shall be permitted or entitled to assert any defense based, in whole or in part, upon Confirmation of the Plan, and Confirmation of the Plan shall not have any res judicata or collateral estoppel or preclusive effect upon the commencement and prosecution of Causes of Action. In addition, the Debtors, the Liquidating Debtors, the Secured Creditor Trust, and the GUC Trust, and any successors in interest thereto, expressly reserve the right to pursue or adopt any Causes of Action not so waived, relinquished, released, compromised or settled that are alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Person, including, without limitation, the plaintiffs and co-defendants in such lawsuits.

3.2.3 Issuance of Beneficial Interests.

(a) On the Effective Date, or as soon thereafter as practicable, (i) the GUC Trust will reaffirm the issuance of beneficial interests, as provided in this Plan and the GUC Trust Agreement, to Holders of Allowed Claims in Class IV, subject to any reserve for Disputed Class IV Claims, and (ii) the Secured Creditor Trust will reaffirm the issuance of beneficial interests, as provided in this Plan, to Holders of Allowed Claims in Class III. Each Holder of Allowed Claims in Class III shall receive its proportionate beneficial interest reflecting that Holder's Pro Rata Share, as reflected in the books and records of the Second Lien Agent, of the total beneficial interests in the Secured Creditor Trust. Each Holder of Allowed Claims in Class IV shall receive a beneficial interest reflecting that Holder's Pro Rata Share of the total beneficial interests in the GUC Trust. In calculating a Holder's Pro Rata Share, the Secured Creditor Trust shall be entitled to rely on the books and records of the Second Lien Agent and need not set aside and reserve for any Class III Disputed Claims, and the GUC Trust shall create a reserve of beneficial interests for Class IV Disputed Claims, and shall resolve and distribute such reserve as provided below.

(b) The GUC Trust shall set aside and reserve a Pro Rata Share of beneficial interests in the GUC Trust which would be distributable to the Holder of any Class IV Disputed Claim as if such Claim were an Allowed Claim. Liquidating SRC shall be responsible, at its cost, for the resolution of all Class IV Disputed Claims.

3.3 Distributions and Establishment of Reserves for Unclassified Claims, Other Secured Claims, and Priority Claims.

3.3.1 Distributions on Account of Allowed Unclassified Claims, Other Secured Claims, and Priority Claims; Establishment of Reserves. On or before the Effective Date, the Debtors shall establish accounts and fund reserves necessary to effectuate the terms of the Plan. Except as provided in the last sentence of this Section 3.3.1, the Debtors or Liquidating SRC, as applicable, shall (a) pay (or reserve and promptly pay) in Cash on the later of the Effective Date and the date on which such Claims become due and payable the Allowed amount of all Unclassified Claims (other than Professional Fee Claims) and Priority Claims to the extent such Claims are Allowed as of the Effective Date, *provided*, *however*, that at the election of the Debtors exercised prior to the Confirmation Hearing and in consultation with the Committee, Holders of Priority Tax Claims shall be paid the Allowed Amount of their Priority Tax Claim plus interest at the applicable rate in Cash in regular quarterly installments, of a value equal to such Allowed Amount as of the Effective Date of the Plan over a period ending no later than March 11, 2020, (b) with respect to Other Secured Claims other than the Other Secured Claim of Bank of America, N.A. that are Allowed as of the Effective Date, (i) satisfy such Claims in whole or in part by the transfer of all or any portion of the Assets securing such Claims or (ii) at the election of the Second Lien Agent made on or before the Effective Date and with the consent of the Debtors (A) reinstate such Claims in full, leaving unaffected the Holder's legal, equitable and contractual rights; *provided* that the Committee's consent shall be required for such reinstatement if the Creditor has any Secured Claim against Liquidating SRC or the GUC Trust, (B) pay such Claims in Cash up to the Allowed amount of such Claims, (C) begin to make deferred Cash payments having a present value on the Effective Date equal to the Allowed amount of such Claims, or (D) treat such Claims in a manner that would provide the "indubitable equivalent" of such Claims, (c) as to the Other Secured Claim of Bank of America, N.A., assume

and assign the Debtors' right, title and interest in the BofA Cash Collateral Agreement to the Secured Creditor Trust, which shall continue to abide by the terms and conditions of the BofA Cash Collateral Agreement and be entitled to all benefits and proceeds related thereto as set forth in Section 2.6 hereof, (d) establish an escrow account for payment in Cash of estimated Allowed Professional Fee Claims, (e) deposit or allocate funds in the Disputed Claims Reserve for each timely-Filed Unclassified Claim (other than Professional Fee Claims) and Priority Claim that is Disputed as of the Effective Date in the amount asserted for such Claim as of the Effective Date or in such other amount as may be ordered by the Bankruptcy Court, after notice and hearing, (f) deposit or allocate funds in the Disputed Claims Reserve for each Unclassified Claim (other than Professional Fee Claims) that is Filed on or after the Effective Date and on or before the Administrative Expense Claims Bar Date in the amount estimated for each such Claim by the Debtors as of Confirmation, which amount shall be approved by the Bankruptcy Court in the Confirmation Order, and (g) set aside the collateral, or the proceeds of such collateral, securing any Other Secured Claim that is Disputed as of the Effective Date. The Disputed Claims Reserve shall be funded first by any portion of the Wind-Down Amount not needed to pay Professional Fee Claims in accordance with Article IX of the Plan or Allowed Unclassified Claims and Allowed Priority Claims in accordance with this Section 3.3.1 of the Plan. Notwithstanding the foregoing, the Debtors shall not be required to pay (or reserve for), any Unclassified Claims, Priority Claims, Other Secured Claims or other Claims that are to be paid, directly or indirectly, by Taylor in connection with the Taylor Payment Receivable, provided that, at Confirmation, the Court may require Taylor to confirm its financial capability timely to pay the Taylor Payment Receivable.

3.3.2 Payment of Disputed Unclassified Claims, Other Secured Claims and Priority Claims. All Unclassified Claims (other than Professional Fee Claims) and Priority Claims that are not Allowed as of the Effective Date shall be paid solely from the funds in the Disputed Claims Reserve or, as applicable, from the Taylor Payment Receivable. Any Other Secured Claim that is not Allowed as of the Effective Date shall be paid solely from the collateral, or the proceeds thereof, set aside for the payment of such Disputed Other Secured Claim. After the Effective Date, Liquidating SRC shall manage and administer the Disputed Claims Reserve and the claims asserted against such Disputed Claims Reserve, and the Secured Creditor Trust shall manage and administer the resolution of any Disputed Other Secured Claim and the collateral, or proceeds thereof, set aside with respect to such Disputed Other Secured Claim. Upon the resolution of all Unclassified Claims (other than Professional Fee Claims) and Priority Claims that are not to be paid by Taylor from the Taylor Payment Receivable, the remaining funds in the Disputed Claims Reserve shall be distributed to the Holders of such Claims up to the full Allowed amount of such Claims. Any payments made pursuant to the preceding sentence shall be deemed to be made first from the funds that were funded into the Disputed Claims Reserve from the Wind-Down Amount. If the funds in the Disputed Claims Reserve are insufficient to satisfy the full Allowed amount of the Unclassified Claims (other than Professional Fee Claims) and Priority Claims that were not Allowed as of the Effective Date and that were not to be paid by Taylor from the Taylor Payment Receivable, the funds in the Disputed Claims Reserve shall be distributed on a pro rata basis to the Holders of such Claims, and the Holders of such Claims shall have no recourse to any Assets of the GUC Trust or Secured Creditor Trust, nor shall such Holders have any recourse or Cause of Action against the Secured Creditor Trust, the GUC Trust or the Trustees for the failure to receive the full amount of their Allowed Claims. Other than any amounts set aside for Disputed Other Secured Claims, the excess amount, if any, remaining in the Disputed Claims Reserve after payment in full of all

Unclassified Claims (other than Professional Fee Claims) and Priority Claims shall be paid to Taylor, as Surplus Wind-Down Funds, to the extent that such remaining funds in the Disputed Claims Reserve were funded from the Wind-Down Amount. Subject to payment of Surplus Wind-Down Funds to Taylor as provided in the preceding sentence, the excess amount, if any, remaining in the Disputed Claims Reserve (other than amounts set aside for Disputed Other Secured Claims) shall be used to satisfy the costs and expenses of Liquidating SRC, with the remaining funds being transferred to the GUC Trust, and any such funds that are transferred to the GUC Trust shall be used and distributed in accordance with the terms of the Plan and the GUC Trust Agreement. No funds shall be paid to either Taylor or the GUC Trust out of the Disputed Claims Reserve until such time as all Disputed Unclassified Claims (other than Professional Fee Claims) and all Priority Claims have been resolved in accordance with this Subsection 3.3.2 of the Plan. Notwithstanding the foregoing, collateral, or the proceeds of such collateral, set aside for any Disputed Other Secured Claim that is not required to pay such Disputed Other Secured Claim shall be paid to the Secured Creditor Trust, and any such Assets that are transferred to the Secured Creditor Trust shall be used and distributed in accordance with the terms of the Plan and the Secured Creditor Trust Agreement. Nothing in the Plan, including without limitation this Section 3.3.2, shall relieve Taylor of the obligation to pay any portion of the Taylor Payment Receivable.

3.4 Timing of Distribution. Distributions to Holders of Allowed Unclassified Claims (other than Professional Fee Claims) and Allowed Claims in Classes I and II shall be made at such times as required by Article I and Section 3.3 of the Plan, and Distributions to Holders of Allowed Professional Fee Claims shall be made in accordance with Article IX of the Plan. The timing of all other Distributions shall be made in accordance with the terms of the relevant Trust Agreement.

3.5 Distributions on Account of Disputed Claims. Notwithstanding any provision in the Plan to the contrary, except as otherwise ordered by the Bankruptcy Court, no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until the resolution of such disputes by settlement in accordance with Section 4.2 of the Plan or Final Order. Notwithstanding the foregoing, any Person who holds both an Allowed Claim(s) and a Disputed Claim(s) shall receive the appropriate payment or Distribution on the Allowed Claim(s), although no payment or Distribution shall be made on the Disputed Claim(s) until such dispute is resolved by settlement or Final Order.

3.6 Delivery of Distributions. Distributions shall be made to Record Holders of Allowed Claims: (a) first, at the address set forth on the Record Holder's last Filed proof of Claim or the address set forth in any later written notice of address change Filed by such Holder; (b) second, at the addresses reflected in the Schedules if neither a proof of Claim nor a written notice of address change has been Filed; and (c) third, if the Record Holder's address is not listed in the Schedules, and such Record Holder has not Filed a proof of Claim or written notice of address change, at the last known address of such Record Holder according to the Debtors' books and records. Except for the proceeding sentences, none of the Debtors, the GUC Trustee, or the Secured Creditor Trustee, as applicable, is required to make any additional inquiry into the address to which it must deliver a Distribution under the Plan.

3.7 Requirements for Distributions; Unclaimed Distributions. Unless otherwise set forth in the applicable Trust Agreement, prior to making any Distribution to the Holder of an Allowed

Claim, Liquidating SRC (in connection with all Unclassified Claims (other than Professional Fee Claims), Priority Claims, and Other Secured Claims), the GUC Trust (in connection with Class IV Claims, and the Secured Creditor Trust (in connection with Class III Claims) shall require that the Holder of such Claim furnish all documents required by applicable tax law or other government regulation as a condition to the making of a Distribution (the "Required Reporting Documents"). If (a) the Holder of an Allowed Claim fails to furnish the Required Reporting Documents within ninety (90) days, or such longer period agreed to by the requesting party, of a written request for the Required Reporting Documents, or (b) a Distribution made on account of an Allowed Claim is not accepted within ninety (90) days from the mailing of such Distribution, then (x) the Liquidating SRC, the GUC Trust, or the Secured Creditor Trust, as applicable, shall treat such Distribution (or Distribution to be made) as forfeited and the Distribution shall be distributed Pro Rata to other claimants in the same Class as the forfeiting Holder, provided that no claimant shall receive greater than payment in full, and (y) the forfeiting Holder shall receive no further Distributions and shall forfeit its rights to collect any amounts under the Plan.

3.8 De Minimis Distributions. Unless otherwise set forth in the applicable Trust Agreement, neither Liquidating SRC, nor the Trusts shall be required to make any single Distribution to the Record Holder of an Allowed Claim or Equity Interest if such Distribution would be less than $25.00 (the "Threshold Amount"); *provided*, *however*, that Liquidating SRC and the Trusts shall make a Distribution to the Record Holder of an Allowed Claim if the aggregate Distributions to which such party would otherwise be entitled exceed $25.00. Unless otherwise set forth in the applicable Trust Agreement, all the Assets of a Trust have been reduced to Cash or abandoned, the relevant Trust shall make the final Distribution. In the event that any final Distribution for an Allowed Claim is less than the Threshold Amount (each a "De Minimis Final Distribution"), the relevant Trust shall tender such De Minimis Final Distribution (together will all other De Minimis Final Distributions) to a charity selected by the Trustees of the Trust. In addition, either Trustee may donate any Assets of the applicable Trust that would be impractical to distribute to its beneficial interest holders to a charity selected by the applicable Trustee.

3.9 Records. After the Effective Date, Liquidating SRC shall succeed to the Debtors' books and records relating to the conduct of the Debtors' business prior to the Effective Date, including all of the Debtors' rights with respect thereto. The GUC Trustee shall have equal access to all such books and records, and Liquidating SRC shall make such books and records reasonably available to the Secured Creditor Trust at the sole expense of the Secured Creditor Trust. The Debtors' right access to its former books and records that were sold to Taylor shall continue to be governed by the terms and conditions related to such access as set forth in the MTSA.

3.10 Effectuating Documents. The Debtors and the Trustees, as the case may be, shall be authorized to execute, deliver, file, or record such contracts, instruments, and releases and take such other actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

3.11 Administrative Expense Claim Bar Date. Other than with respect to Professional Fee Claims, any Person asserting an Administrative Expense Claim must submit a proof of Claim with respect to such Administrative Expense Claim to the Balloting and Claims Agent **so that it is actually received** on or before the Administrative Expense Claims Bar Date.

4. CLAIM ALLOWANCE

4.1 Claim Objections. All objections to Claims shall be Filed within 365 days after the Effective Date (the "Claim Objection Deadline"). The Claim Objection Deadline may be extended upon a motion Filed with the Bankruptcy Court by Liquidating SRC or the GUC Trustee (or, in the case of Class I Claims other than the Other Secured Claim of Bank of America, N.A. and Class III Claims other than the Second Lien Secured Claim filed by the Second Lien Agent, by the Secured Creditor Trust) prior to the expiration of the Claim Objection Deadline. The Claim Objection Deadline shall be automatically extended upon the Filing of a motion requesting an extension of the Claim Objection Deadline until such time as the Bankruptcy Court acts on such motion, without the necessity for the entry of a bridge order.

4.2 Resolution of Disputed Claims. From and after the Effective Date, Liquidating SRC and the GUC Trustee shall have the exclusive authority to compromise, resolve and Allow any Disputed Claim other than Class I and Class III Disputed Claims and Disputed Taylor Claims without the need to obtain approval from the Bankruptcy Court, and any agreement entered into by Liquidating SRC with respect to the Allowance of any Disputed Claim (other than Disputed Class I Claims, Class III Claims, and Taylor Claims) shall be conclusive evidence and a final determination of the Allowance of such Claim. From and after the Effective Date, the Secured Creditor Trust shall have the exclusive authority to compromise, resolve and Allow any Class I Disputed Claims without the need to obtain approval from the Bankruptcy Court, and any agreement entered into by the Secured Creditor Trust with respect to the Allowance of any Class I Disputed Claims shall be conclusive evidence and a final determination of the Allowance of such Claim. Class III Claims other than the Class III Claim granted pursuant to the DIP Financing Order shall be disallowed on the Effective Date without the need for further order of the Bankruptcy Court or action by either the Second Lien Agent or the Secured Creditor Trust. From and after the Effective Date, Taylor shall have the exclusive authority to compromise, resolve and Allow any Disputed Taylor Claims without the need to obtain approval from the Bankruptcy Court, and any agreement entered into by Taylor with respect to the Allowance of any Taylor Claims shall be conclusive evidence and a final determination of the Allowance of such Claim.

4.3 No Distribution Pending Allowance of Disputed Claims. Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or Distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed. To the extent that all or a portion of a Disputed Claim becomes a Disallowed Claim, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is a Disallowed Claim and any property withheld pending the resolution of such Claim shall be reallocated pro rata to the Holders of Allowed Claims in the same Class.

4.4 Distributions After Allowance of Disputed Claims. To the extent that a Disputed Claim becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan, Confirmation Order, Asset Purchase Agreement, and/or the applicable Trust Agreement.

4.5 Distribution of Taylor Utility Deposits; Repayment of Surplus Wind-Down Funds. On the Effective Date the Debtors' obligations under the Utilities Order with respect to the

Taylor Utility Deposits and the utility providers related thereto shall be deemed satisfied, the Debtors shall have no other obligations under the Utilities Order, and the Taylor Utility Deposits shall be deemed released from the Adequate Assurance Deposit Account to Liquidating SRC and shall be transferred to Taylor. Following the payment of all Allowed Unclassified Claims and Priority Claims, including those Disputed Unclassified Claims and Disputed Priority Claims resolved and Allowed through the provisions of Section 3.3.2 of the Plan, the Surplus Wind-Down Funds, if any, shall be paid to Taylor. As of the Effective Date, Liquidating SRC shall not have any obligations under the Utilities Order with respect to the Taylor Utility Deposits or the utility providers related thereto.

4.6 Other Utility Deposits. On the Effective Date, the Debtors' obligations under the Utilities Order with respect to the Other Utility Deposits and the utility providers related thereto shall be deemed satisfied, the Debtors shall have no other obligations under the Utilities Order, and the Other Utility Deposits shall be deemed released from the Adequate Assurance Deposit Account to Liquidating SRC and shall be transferred to the Secured Creditor Trust.

4.7 Estimation of Claims. Liquidating SRC (or the GUC Trustee, with respect to Class IV Claims) may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or Liquidating SRC previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, Liquidating SRC (or the GUC Trustee, with respect to Class IV Claims) may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Executory Contracts and Unexpired Leases. Subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors that have not been assumed and assigned, or rejected, prior to the Confirmation Date shall be deemed rejected, pursuant to the Confirmation Order, as of the Confirmation Date, provided that to the extent the D&O Policies, the Asset Purchase Agreement, the MTSA, the Side Letter, and any other related agreements with Taylor are executory, the D&O Policies, the Asset Purchase Agreement, the MTSA, the Side Letter, and any other related agreements with Taylor shall not be deemed rejected but shall be deemed assumed by the Liquidating Debtors as of the Effective Date and shall remain in full force and effect following the occurrence of the Effective Date. From and after the Effective Date, the Liquidating Debtors shall take no action that would cancel, modify, or otherwise impair the "Extended Reporting Period Elected (Pre-Paid)" or other similar endorsements or provisions of the D&O Policies, all of which shall remain in full force and effect in accordance with their terms. Any Creditor asserting a Claim for monetary damages as a result of the rejection of an Executory Contract or Unexpired Lease, and/or the abandonment of

Assets, pursuant to the Confirmation Order, shall File a proof of Claim (each a "Rejection Claim") within thirty (30) days of the Confirmation Date.

5.2 Rejection Claims. Any Rejection Claims that are not timely Filed pursuant to Section 5.1 of the Plan, shall be forever disallowed and barred. If one or more Rejection Claims are timely Filed pursuant to Section 5.1 of the Plan, Liquidating SRC may File an objection to any Rejection Claim on or prior to the Claim Objection Deadline.

6. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE

6.1 Conditions to the Occurrence of the Effective Date. The occurrence of the Effective Date shall not occur and the Plan shall not be consummated unless and until each of the following conditions has been satisfied or duly waived pursuant to Section 6.2 of the Plan: (a) the Bankruptcy Court shall have entered the Confirmation Order in a form satisfactory to the Debtors, the Committee, and the Second Lien Agent; (b) the Confirmation Order shall be effective and shall not be subject to any stay, whether or not such Confirmation Order shall have become a Final Order; (c) the Trust Agreements shall have been executed; (d) the Trusts shall have been established; (e) the Secured Creditor Trust Assets shall have been transferred to and vested in the Secured Creditor Trust free and clear of all Claims and Equity Interests, except as specifically provided in the Plan and the Secured Creditor Trust Agreement; (f) the GUC Trust Assets shall have been transferred to and vested in the GUC Trust free and clear of all Claims and Equity Interests, except as specifically provided in the Plan and the GUC Trust Agreement; (g) the existing Equity Interests in SRC Liquidation Company shall have been cancelled as provided in the Plan, and the Liquidating SRC Membership Interests shall have been issued to the GUC Trust in accordance with Section 2.3.3 of the Plan; and (h) the amounts to be paid and/or reserved for in accordance with Article 3 of the Plan, including the amounts to be funded into the Disputed Claims Reserve on the Effective Date, shall have been so paid and/or reserved, as applicable.

6.2 Waiver of Conditions to Confirmation or the Effective Date. The conditions to the Effective Date set forth in Section 6.1 of the Plan may be waived in writing by the Debtors, the Second Lien Agent and the Committee at any time without further Order.

6.3 Effect of Nonoccurrence of Conditions to the Effective Date. If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Sections 6.1 and 6.2 of the Plan, then upon motion by the Debtors made after consultation with the Second Lien Agent and the Committee and before the time that each of such conditions has been satisfied or duly waived and upon notice to such parties-in-interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated by the Bankruptcy Court; *provided*, *however*, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section 6.3 of the Plan, (a) the Plan shall be null and void in all respects, and (b) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interest in, the Debtors and the Estates or (ii) prejudice in any manner the rights of the Debtors, the Estates, or any other party-in-interest.

7. <u>EFFECT OF THE PLAN ON CLAIMS AND EQUITY INTERESTS</u>

7.1 <u>Binding Effect of the Plan</u>. The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

7.2 <u>Plan Injunction</u>. Confirmation of the Plan shall operate as an injunction against the commencement or continuation of any act or action to collect, recover, or offset from the Estates (unless such offset rights were asserted in writing prior to the Confirmation Date), the GUC Trust, the Secured Creditor Trust, or any of their property, any Claim or Equity Interest treated in the Plan or any actions to interfere with the implementation and consummation of the Plan, except as otherwise expressly permitted by the Plan or the Confirmation Order or by Final Order enforcing the terms of the Plan. The Bankruptcy Court shall have jurisdiction to determine and award damages and/or other appropriate relief at law or in equity for any violation of such injunction, including compensatory damages, professional fees and expenses, and exemplary damages for any willful violation of said injunction.

7.3 <u>Exculpation and Limitation of Liability</u>. None of the Debtors, the Committee or the Second Lien Agent, or any of their respective current members, partners, officers, directors, employees, advisors, professionals, or agents and advisors of any of the foregoing (including any attorneys, financial advisors, investment bankers, and other professionals retained by such Entities) but solely in their capacities as such (collectively, the "<u>Exculpated Parties</u>") shall have or incur any liability to any Holder of any Claim or Equity Interest for any act or omission on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases, the negotiation and execution of the purchase agreements for the sale of the Debtors' Assets to Taylor during the Chapter 11 Cases, the negotiation and execution of the Committee Settlement, the negotiation and execution of the Plan, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan, and the property to be distributed under the Plan on or before the Effective Date, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to the promulgation and confirmation of the Plan except in case of fraud, willful misconduct, intentional misconduct, or gross negligence by such Exculpated Party as determined by a Final Order.

The Confirmation Order shall serve as a permanent injunction against any party seeking to enforce any claim or Cause of Action against the Exculpated Parties that has been exculpated pursuant to Section 7.3 of the Plan.

7.4 <u>Third Party Releases</u>. **On the Effective Date, (a) each Holder of a Claim who is presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code (i.e., Holders of Claims in Classes I and II), and (b) each Holder of a Class III and/or Class IV Claim who is entitled to vote on the Plan and does not, by the Voting Deadline both (i) vote to reject the Plan or abstain from voting on the Plan and (ii) make the Third Party Opt-Out Election on its properly completed and returned Ballot, shall be deemed on behalf of itself and its estate, affiliates, heirs, executors, administrators, successors, assigns, managers, business managers, accountants, attorneys, representatives, consultants, agents, and any and all other Persons or parties claiming under or through them, to release, discharge, and acquit the Silver Point Entities; DLJ Investment Partners, L.P.; DLJ**

Investment Partners II, L.P., DLJIP II Holdings, L.P.; Credit Suisse AG, Cayman Islands Branch; Credit Suisse Loan Funding LLC; Sargas CLO II Ltd.; WG Horizons CLO I; any other lender under either or both of the First Lien Term Loan Facility or the Second Lien Term Loan Facility; any Person who has served as a director of Workflow Holdings, LLC, WorkflowOne, LLC, or their subsidiaries (collectively, "WorkflowOne"); Anthony DiNello, Frederic Brace, and Robert Peiser; and each of their respective current and former heirs, executors, administrators, predecessors, successors, assigns, subsidiaries, parents, affiliates, divisions, partners, members, interest holders (direct and indirect), officers, directors, employees (including, for the avoidance of doubt, any current or former employee of the Silver Point Entities in his or her capacity as a board member of the Debtors or WorkflowOne), agents, shareholders, managers, accountants, attorneys, representatives, consultants, other professionals, insurers, and any and all other Persons, corporations, or other Entities acting under the direction, control, or on behalf of any of the foregoing, in each case solely in their capacity as such (each of the foregoing, a "Released Party") from any and all claims, counterclaims, disputes, liabilities, suits, demands, defenses, liens, actions, administrative proceedings, and Causes of Action of every kind and nature, or for any type or form of relief, and from all damages, injuries, losses, contributions, indemnities, compensation, obligations, costs, attorneys' fees, and expenses, of whatever kind and character, whether past or present, known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, or requirement, and claims of every kind, nature, and character whatsoever, including avoidance claims, Causes of Action, and rights of recovery arising under chapter 5 of the Bankruptcy Code and any and all claims based on avoidance powers under any applicable non-bankruptcy law that any such releasing party ever had or claimed to have, or has or claims to have presently or at any future date, against any Released Party arising from or related in any way whatsoever to the Debtors or WorkflowOne. For the avoidance of doubt, the failure to make the Third Party Opt Out Election shall not prevent any Holder of a Claim from receiving a Distribution under the Plan. Nothing in this Section 7.4 shall be deemed to release, waive, or otherwise impact any of the GUC Trust Causes of Action or any other Causes of Action against the defendants named in the GUC Trust Adversary Complaint or any other defendants that are not Released Parties for claims related to or based on the facts and circumstances alleged in the GUC Trust Adversary Complaint.

7.5 Releases Contained in Committee Settlement. For the avoidance of doubt, nothing in the Plan shall limit the scope or timing of the releases approved through the Committee Settlement, all of which shall be deemed incorporated by reference herein and shall remain in full force and effect.

The Confirmation Order shall serve as a permanent injunction against any party seeking to enforce any claim or Cause of Action against the Released Parties that has been released pursuant to the Committee Settlement or Section 7.4 of the Plan.

8. MISCELLANEOUS PROVISIONS

8.1 Retention of Jurisdiction. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, or related to the Chapter 11 Cases and the interpretation and implementation of this Plan and the Trust Agreements. Without limiting the foregoing, the Bankruptcy Court shall retain jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

(b) 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;

(c) Resolve any matters related to (i) the assumption, assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, cure obligations pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and/or assigned and (iii) any dispute regarding whether a contract or lease is or was executory or expired;

(d) Ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and the applicable Trust Agreement;

(e) 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;

(f) Adjudicate, decide, or resolve any and all matters related to the Causes of Action, including any adversary proceeding pending as of the Effective Date to which the Debtors, the Committee, the Secured Creditor Trustee, or the GUC Trustee is a party, including but not limited to the GUC Trust Adversary Proceeding;

(g) Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and the applicable Trust Agreement, and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Disclosure Statement or the applicable Trust Agreement;

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

(i) Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the consummation, interpretation, or enforcement of the Plan or Trust

Agreements, or any Entity's obligations incurred in connection with the Plan or Trust Agreements;

(j) Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of the Plan or Trust Agreements;

(k) Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

(l) Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of Distributions;

(m) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(n) Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, the Trust Agreements or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Disclosure Statement or Trust Agreements;

(o) Adjudicate any and all disputes arising from or relating to Distributions under the Plan, the Trust Agreements, or any transactions contemplated therein;

(p) Consider any modifications of the Plan or the Trust Agreements, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

(q) Determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

(r) Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order or the Trust Agreements, including disputes arising under agreements, documents, or instruments executed in connection with the Plan or the Trust Agreements;

(s) Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(t) Hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

(u) Enforce the exculpation, release and injunction provision of the Committee Settlement, this Plan, and the Confirmation Order for the benefit of the Exculpated Parties and the Released Parties and hear and determine all disputes relating to the foregoing;

(v) Enforce all orders previously entered by the Bankruptcy Court;

(w) Hear any other matter not inconsistent with the Bankruptcy Code;

(x) Enter an order or orders concluding or closing the Chapter 11 Cases; and

(y) Enforce the injunction, release, and exculpation provisions set forth in the Plan.

8.2 Governing Law. Except as mandated by the Bankruptcy Code or Bankruptcy Rules, as applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

8.3 Headings. The headings of articles, paragraphs, and subparagraphs of the Plan are inserted for convenience only and shall not affect the interpretation of any provision of the Plan.

8.4 Time. Time shall be calculated in accordance with Bankruptcy Rule 9006.

8.5 Severability. Should any provision of the Plan be determined to be unenforceable after the Effective Date such determination shall in no way limit or affect the enforceability and operative effect of any and all of the other provisions of the Plan.

8.6 Revocation. Subject to the Committee Settlement and upon consultation with the Second Lien Agent and the Committee, the Debtors reserve the right to revoke and withdraw the Plan prior to the entry of a Confirmation Order. If the Debtors revoke or withdraw the Plan, the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors, the Estates, the Committee, the Trustees, or any other Person, or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtors and the Estates.

8.7 Conflicts with the Plan. In the event and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement and any other Order in the Chapter 11 Cases, or any other agreement to be executed by any Person pursuant to the Plan, the provisions of the Plan shall control and take precedence; *provided*, *however*, that the Confirmation Order shall control and take precedence in the event of any inconsistency between any provision of the Plan and any of the foregoing documents.

8.8 Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on or before the Effective Date. After the Effective Date, Liquidating SRC shall pay, prior to the closing of the Chapter 11 Cases, in accordance with the Bankruptcy Code and the Bankruptcy Rules, all fees payable pursuant to 28 U.S.C. § 1930 that accrue before or after the Effective Date through and including the closing of any of the Chapter 11 Cases.

8.9 Balloting/Claims Agent. Prime Clerk LLC ("Prime Clerk"), in its capacity as Balloting and Claims Agent shall continue to serve at the direction and discretion of Liquidating SRC. Prime Clerk shall be compensated in accordance with its Engagement Letter with the Debtors dated as of February 24, 2015, without the need for further Bankruptcy Court authorization or approval; provided, however, that the Bankruptcy Court shall retain jurisdiction over any disputes related to payment of any fees claimed by Prime Clerk. Subsequent to the Effective

Date, Liquidating SRC, in its sole discretion, may terminate Prime Clerk without need for further order of the Bankruptcy Court.

8.10 **Notices.** Following the Effective Date, all pleadings and notices Filed in the Chapter 11 Cases shall be served on (a) Liquidating SRC, (b) the Secured Creditor Trust, (c) counsel to the Secured Creditor Trust, (d) the GUC Trust, (e) counsel to the GUC Trust, (f) the U.S. Trustee, (g) any party whose rights are affected by the applicable pleading or notice, and (h) any party Filing a request for notices and papers on and after the Effective Date.

8.11 **Final Decree.** The Confirmation Order shall constitute a Final Decree pursuant to section 350 of the Bankruptcy Code formally closing the Chapter 11 Cases of the Liquidating Debtors other than Liquidating SRC. The Plan Supplement shall include a proposed form of order to be entered on the docket of the Chapter 11 Cases, other than the Chapter 11 Case of Liquidating SRC, closing such Chapter 11 Cases. Upon Liquidating SRC's determination that all Claims have been Allowed, Disallowed, expunged or withdrawn, that all Causes of Action held by Liquidating SRC or the GUC Trustee, as applicable, have been finally resolved, transferred, or abandoned and that all payments required to be made by Liquidating SRC under this Plan, including without limitation Section 3.2.1, have been made, Liquidating SRC shall, after consultation with the GUC Trustee and the Secured Creditor Trustee, move for the entry of a Final Decree pursuant to section 350 of the Bankruptcy Code. Liquidating SRC may request the entry of the Final Decree notwithstanding the fact that not all Assets of Liquidating SRC have been monetized and distributed to the Holders of Allowed Claims.

8.12 **Modification Of The Plan**. Subject to the limitations contained herein, the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan one or more times after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Trust Agreements or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and require prior consent of the Committee and the Second Lien Agent.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof and prior to the Confirmation Date are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

8.13 **Section 1145 Exemption**. Under section 1145 of the Bankruptcy Code, the issuance of the interests in the GUC Trust and the Secured Creditor Trust under the Plan or pursuant to the Committee Settlement and the GUC Trust Agreement and the issuance of the Liquidating SRC Membership Interests and equity interests in any Entities formed pursuant to the Secured Creditor Trust Agreement shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities.

8.14 Pension Benefit Guaranty Corporation Matters. Subject to Article 7 of the Plan and any corollary provisions of the Confirmation Order, no other provision in the Confirmation Order or the Plan shall in any way be construed to discharge, release, limit, or relieve any Person other than the Debtors, and, as set forth in Article 7 of the Plan and any corollary provisions of the Confirmation Order, the Exculpated Parties and the Released Parties, in any capacity, from any claims of the Pension Benefit Guaranty Corporation for liability or responsibility with respect to The Stanreco Retirement Plan under any law, governmental policy, or regulatory provision. Subject to Article 7 of the Plan, the Pension Benefit Guaranty Corporation and The Stanreco Retirement Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the other provisions of the Plan, the Confirmation Order, or the Bankruptcy Code. Notwithstanding the foregoing, the Pension Benefit Guaranty Corporation and The Stanreco Retirement Plan shall continue to be subject to the provisions of Sections 1.5 and 1.6 of this Plan.

9. FINAL APPROVAL AND PAYMENT OF PROFESSIONAL FEES

9.1 Procedures For Payment of Professional Fee Claims. Notwithstanding any other provision of the Plan dealing with Unclassified Claims, any Person asserting a Professional Fee Claim shall, no later than the Effective Date, provide the Debtors with a summary of the compensation for services rendered and expense reimbursement that such Person will seek to be allowed, on a final basis, as a Professional Fee Claim (which summary shall include, without limitation, a good faith estimate of accrued but unbilled fees and expenses through the Confirmation Date) (for each Person, its "Professional Fee Summary"), and shall, no later than 30 days after the Effective Date, File a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date. Objections to such final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date shall be due 30 days after they are Filed. To the extent that such a Person's final fee application is Allowed by the Bankruptcy Court, the requesting Person shall receive: (i) payment of Cash from the Professional Fee Claims Escrow Account in an amount equal to the amount Allowed by the Bankruptcy Court less all interim compensation paid to such Professional during the Chapter 11 Cases, such payment to be made before the later of (a) the Effective Date or (b) three Business Days after the order Allowing such Person's final fee application, or (ii) payment on such other terms as may be mutually agreed upon by the Holder of the Professional Fee Claim and Liquidating SRC (but in no event shall the payment exceed the amount Allowed by the Bankruptcy Court less all interim compensation paid to such Professional during the Chapter 11 Cases). All Professional Fee Claims for services rendered after the Confirmation Date shall be paid by the Debtors or Liquidating SRC, as applicable, upon receipt of an invoice therefor, or on such other terms as Liquidating SRC and the Professional may agree, without the requirement of any order of the Bankruptcy Court.

9.2 Professional Fee Claims Escrow Account. On the Effective Date, the Debtors shall establish and fund the Professional Fee Claims Escrow Account in an amount sufficient to pay, in full, any then unpaid fees and expenses (including, without limitation, any estimated, accrued but unbilled fees and expenses through the Confirmation Date) owed to any Person asserting a Professional Fee Claim. Amounts held in the Professional Fee Claims Escrow Account shall not constitute property of the Debtors or the Liquidating Debtors and shall only be distributed in accordance with this Section 9.2. Each Person asserting a Professional Fee Claim shall be

entitled to a maximum amount from the Professional Fee Claims Escrow Amount equal to the amount of the Professional Fee Summary submitted by such Person less all interim compensation paid to such Person during the Chapter 11 Cases. In the event there is a remaining balance in the Professional Fee Claims Escrow Account following payment of all Allowed Professional Fee Claims in accordance with Section 9.1 of the Plan, such remaining amount, if any, shall be paid into the Wind-Down Funds Account. In the event that there are insufficient funds in the Professional Fee Claims Escrow Account to pay any Allowed Professional Fee Claims in accordance with the terms of the Professional Fee Claims Escrow Account, the unpaid portion of such Allowed Professional Fee Claims shall be paid by Liquidating SRC.

10. NOTICE

10.1 Notice and Service of Documents. All notices, requests, and demands required or permitted to be provided to the Debtors, the Liquidating Debtors, the Committee, or the Trustee's under the Plan or the respective Trust Agreements shall be in writing and shall be deemed to have been duly given or made when actually delivered by overnight delivery, addressed as follows:

If to the Debtors (before the Effective Date):

WilliamsMarston LLC
Attn: Landen C. Williams
16th Floor
800 Boylston Street
Boston, MA 02199

With a copy to:

Gibson, Dunn & Crutcher LLP
Attn: Michael A. Rosenthal
200 Park Avenue, Suite 4700
New York, New York 10166-0193

If to the Committee, the GUC Trust, or (after the effective date) the Liquidating Debtors:

EisnerAmper LLP
Attn: Anthony R. Calascibetta
111 Wood Avenue South
Iselin, NJ 08830-2700

With a copy to:

Lowenstein Sandler LLP
Attn: Sharon Levine, Wojciech F. Jung, and Andrew Behlmann
65 Livingston Avenue
Roseland, NJ 07068

If to the Secured Creditor Trust:

Andrews Advisory Group, LLC
Attn: Paul Andrews
190 South LaSalle Street
Suite 500
Chicago, IL 60603

With a copy to:

[Counsel to Secured Creditor Trust]

11. REQUEST FOR CONFIRMATION

11.1 Request for Confirmation. The Debtors request Confirmation of the Plan in accordance with section 1129(b) of the Bankruptcy Code.

IN WITNESS WHEREOF, the Debtors have executed the Plan this 22nd day of September, 2015.

SRC LIQUIDATION COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF IT CHAPTER 11 AFFILIATES

By: */s/ Landen C. Williams*
Name: Landen C. Williams
Title: Chief Restructuring Officer

EXHIBIT A TO
FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION
FOR SRC LIQUIDATION COMPANY AND ITS AFFILIATES

DEFINITIONS AND INTERPRETATION

A. **Rules of Interpretation.** Unless otherwise specified, all Section, Article, and Exhibit references in the Plan are to the respective Section in, Article of, or Exhibit to the Plan, as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, unless the context requires otherwise. Pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, the feminine, and the neuter. The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Plan as a whole, and not to any particular Section, Subsection, or clause contained in the Plan. In construing the Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

B. **Definitions.** Terms and phrases, whether capitalized or not, that are used and not defined in the Plan, but that are defined in the Bankruptcy Code or Bankruptcy Rules, have the meanings ascribed to them in the Bankruptcy Code or Bankruptcy Rules, as applicable. Unless otherwise provided in the Plan, the following terms have the respective meanings set forth below, and such meanings shall be equally applicable to the singular and plural forms of the terms defined, unless the context otherwise requires.

1. "Adequate Assurance Deposit Account" means the Adequate Assurance Deposit Account established pursuant to, and as defined in, the Utilities Order.

2. "Administrative Expense Claim" means a Claim for costs and expenses of administration of the Chapter 11 Cases allowed under sections 503(b) or 507(a)(2) of the Bankruptcy Code. Administrative Expense Claims shall, without limitation, include Professional Fee Claims, claims under section 503(b)(9) of the Bankruptcy Code, and cure claims arising from the assumption of Executory Contracts and Unexpired Leases by Taylor in connection with the Asset Purchase Agreement.

3. "Administrative Expense Claim Bar Date" means 4:00 p.m. (Prevailing U.S. Eastern time) on the date that is 30 days after the Effective Date.

4. "Allowed" means, with reference to any Claim, (a) any Claim against any Debtor that has been listed by such Debtor in the Schedules, as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent or unknown and for which no contrary proof of Claim has been Filed, (b) any Claim listed on the Schedules or timely Filed proof of Claim, as to which no objection to allowance has been interposed in accordance with the Plan by the Claims Objection Deadline or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder of such Claim, (c) any Claim expressly allowed by a Final Order or under the Plan, or (d) any Claim that is allowed pursuant to Section 4.2 of the Plan.

5. "Assets" means any and all right, title, and interest in and to property of whatever type or nature.

6. "Asset Purchase Agreement" means the Asset Purchase Agreement by and among the Debtors and Taylor, dated as of June 19, 2015 (collectively with all related agreements, amendments, documents or instruments, and all exhibits, schedules and addenda to any of the foregoing).

7. "Assumed Liabilities" means those liabilities of the Debtors assumed by Taylor as Assumed Liabilities under the Asset Purchase Agreement.

8. "Avoidance Actions" means any and all of the Debtors' Causes of Action for avoidance or equitable subordination or recovery under chapter 5 of the Bankruptcy Code or similar state law and all proceeds thereof, excluding only such Causes of Action that were transferred to Taylor pursuant to the Asset Purchase Agreement or released pursuant to the Committee Settlement.

9. "Ballot" means a ballot, in the form approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each Holder of a Claim entitled to vote to accept or reject the Plan, on which such Holder may vote to accept or reject the Plan.

10. "Balloting and Claims Agent" means Prime Clerk LLC, retained by the Debtors in the Chapter 11 Cases.

11. "Bankruptcy Code" means Title 11 of the United States Code, sections 101–1532, as now in effect or as hereafter amended.

12. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or, if such court ceases to exercise jurisdiction, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases.

13. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended and promulgated under section 2075 of Title 28 of the United States Code, together with (a) the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware as now in effect or as the same may from time to time hereafter be amended and (b) the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012.

14. "Bar Date" means the date by which a proof of Claim is required to be Filed with respect to a Claim pursuant to the *Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* [Docket No. 449], this Plan, or any subsequent order of the Bankruptcy Court.

15. "BofA Cash Collateral Account" means the account maintained at Bank of America, N.A. which contains the cash that secures the Debtors' obligations under the BofA Cash Collateral Agreement.

16. "BofA Cash Collateral Agreement" means that certain Cash Collateral Agreement Regarding Letters of Credit contained in the letter dated as of July 31, 2015, by and between The Standard Register Company and Bank of America, N.A.

17. "Business Day" means any day that is not a Saturday, Sunday, or "legal holiday" within the meaning of Bankruptcy Rule 9006(a).

18. "Cash" means lawful currency of the United States and its equivalents.

19. "Causes of Action" means any action, class action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim, or recoupment and any claim for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim or cause of action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code or similar state law; and (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

20. "Chapter 11 Cases" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court under case number 15-10541 (BLS).

21. "Claim" means a claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtors or the Estates whether or not asserted or Allowed.

22. "Class" means one of the categories of Claims or Equity Interests established under Article 3 of the Plan in accordance with sections 1122 and 1123(a) of the Bankruptcy Code.

23. "Claim Objection Deadline" has the meaning set forth in Section 4.1 hereof.

24. "Committee" means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the District of Delaware on March 24, 2015 in the Chapter 11 Cases in accordance with section 1102 of the Bankruptcy Code, as the composition of such Committee may be altered from time to time.

25. "Committee Settlement" means that certain *Settlement Agreement Among Debtors, Silver Point Finance, LLC & Official Committee Of Unsecured Creditors* attached as Exhibit A to the Notice of Filing of Settlement Agreement that was Filed as Docket Number 696 in the Chapter 11 Cases.

26. "Confirmation Date" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

27. "Confirmation Hearing" means the hearing(s) before the Bankruptcy Court in accordance with section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing(s) may be delayed, continued, or rescheduled.

28. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with section 1129 of the Bankruptcy Code, as such order may be amended, modified, or supplemented.

29. "Creditor" means any Person that has a Claim against one or more of the Debtors.

30. "D&O Insurance" means all of the Debtors' director and officer insurance and any and all proceeds therefrom.

31. "D&O Policies" means any and all policies providing D&O Insurance.

32. "Debtors" means, collectively, (a) SRC Liquidation Company f/k/a The Standard Register Company, (b) SR Liquidation Holding Company f/k/a Standard Register Holding Company, (c) SR Liquidation Technologies, Inc. f/k/a Standard Register Technologies, Inc., (d) SR Liquidation International, Inc. f/k/a Standard Register International, Inc., (e) iMLiquidation, LLC f/k/a iMedConsent, LLC, (f) SR Liquidation of Puerto Rico Inc. f/k/a Standard Register of Puerto Rico Inc., (g) SR Liquidation Mexico Holding Company f/k/a Standard Register Mexico Holding Company, (h) SR Liquidation Technologies Canada ULC f/k/a Standard Register Technologies Canada ULC, (i) Standard Register Holding, S. de R.L. de C.V.,[2] (j) Standard Register de México, S. de R.L. de C.V.,[3] and (k) Standard Register Servicios, S. de R.L. de C.V.,[4] or any successors thereof.

33. "DIP Financing Order" means the *Final Order (I) Authorizing Debtors in Possession to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364; (II) Granting Liens and Superpriority Claims to Postpetition Lenders Pursuant to 11 U.S.C. § 364; and (III) Providing Adequate Protection to Prepetition Credit Parties and Modifying Automatic Stay Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364* [Docket No. 290], entered in the Chapter 11 Cases on April 16, 2015.

34. "Disallowed Claim" means a Claim or portion thereof that (a) has been disallowed by a Final Order, (b) is identified in the Schedules in the amount of zero dollars or as contingent, unliquidated, or disputed and as to which a proof of Claim was not Filed on or before the applicable Bar Date, (c) is not identified in the Schedules and as to which no proof of Claim has been Filed or deemed Filed on or before the applicable Bar Date, as applicable, (d) was not Filed in a timely manner as provided by the Plan, the Confirmation Order, or other relevant order of the Bankruptcy Court, or (e) is disallowed by agreement with the Creditor in accordance with Section 4.2 of the Plan.

---

[2] Pursuant to an agreement with Taylor, Standard Register Holding, S. de R.L. de C.V. will change its name to SR Liquidation Holding, S. de R.L. de C.V. following a certain post-sale transitionary period.

[3] Pursuant to an agreement with Taylor, Standard Register de México, S. de R.L. de C.V. will change its name to SR Liquidation de México, S. de R.L. de C.V. following a certain post-sale transitionary period.

[4] Pursuant to an agreement with Taylor, Standard Register Servicios, S. de R.L. de C.V. will change its name to SR Liquidation Servicios, S. de R.L. de C.V. following a certain post-sale transitionary period.

35. "Disclosure Statement" means the disclosure statement with respect to the Plan, approved by the Bankruptcy Court as containing adequate information for the purpose of dissemination and solicitation of votes on and confirmation of the Plan, as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.
36. "Disputed" means any Claim or any portion thereof that is not an Allowed Claim or a Disallowed Claim.
37. "Disputed Claims Reserve" means the reserve established pursuant to Section 3.3 of the Plan to hold funds distributable to Holders of Unclassified Claims, Other Secured Claims and Priority Claims that are not Allowed as of the Effective Date. For the avoidance of doubt, except when released in accordance with Subsection 3.3.2 of the Plan (as such Subsection relates to reserves for Disallowed Unclassified Claims and Priority Claims), the funds in the Disputed Claim Reserve shall not constitute Assets of the GUC Trust.
38. "Distribution" means any distribution to the Holder of an Allowed Claim in accordance with the Plan.
39. "Effective Date" has the meaning set forth in Section 3.1 hereof.
40. "Entity" has the meaning set forth in section 101(15) of the Bankruptcy Code.
41. "Equity Interest" means any ownership interest or share in any of the Debtor Entities (including all options, warrants, or other rights to obtain such an interest or share in the Debtor Entities) whether or not transferable, preferred, common, voting, or denominated as "stock" or a similar security.
42. "Estate(s)" means, individually, the estate created for each of the Debtors and, collectively, the estates created for all the Debtors pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.
43. "Estate Assets" means the respective Assets of the Debtors and their Estates as of the Effective Date, including any and all proceeds, rents, products, offspring, and profits arising from or generated by such property after the Effective Date.
44. "Executory Contracts and Unexpired Leases" means, collectively, "executory contracts" and "unexpired leases" of the Debtors as of the Petition Date as such terms are used within section 365 of the Bankruptcy Code; *provided*, *however*, that "Executory Contract and Unexpired Leases" excludes the Asset Purchase Agreement, the MTSA, the Side Letter, and all other documents executed by the Debtors in connection with the closing of the sale contemplated by the Asset Purchase Agreement.
45. "Exculpated Parties" has the meaning set forth in Section 7.3 hereof.
46. "File", "Filed" or "Filing" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.
47. "Final Decree" means the decree contemplated under Bankruptcy Rule 3022.
48. "Final Order" means a judgment, order, ruling, or other decree issued and entered by the Bankruptcy Court, or by any state, provincial, or other federal court or other tribunal having jurisdiction over the subject matter thereof, which judgment, order,

ruling, or other decree has not been reversed, stayed, modified, or amended and as to which: (a) the time to appeal or petition for review, rehearing, or certiorari or move for reargument has expired or shall have been waived in writing in form and substance satisfactory to the Debtors and as to which no appeal or petition for review, rehearing, or certiorari or motion for reargument is pending; or (b) any appeal or petition for review, rehearing, certiorari, or reargument has been finally decided and no further appeal or petition for review, rehearing, certiorari, or reargument can be taken or granted; *provided*, *however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order shall not cause such order not to be a Final Order.

49. "First Lien Term Loan Facility" means the credit facility pursuant to that certain First Lien Credit Agreement dated as of August 1, 2013 by and among The Standard Register Company, WorkflowOne, LLC, the subsidiary guarantors party thereto, the lenders party thereto, and Silver Point Finance, LLC, as amended, restated, supplemented, or modified from time to time.

50. "General Unsecured Claim" means any Claim that is not an Administrative Expense Claim, a Priority Claim, an Other Secured Claim, a Second Lien Secured Claim, an Intercompany Claim, a Subordinated Claim, or an Equity Interest, including any Second Lien Deficiency Claim and any portion of an Other Secured Claim that exceeds the value of the collateral securing such Other Secured Claim unless an election has been made under section 1111(b) of the Bankruptcy Code.

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

52. "GUC Cash Payment" means the payment of $5 million that was made to the GUC Trust by Taylor on or about July 31, 2015 in accordance with the terms of the Committee Settlement.

53. "GUC Trust" means that certain trust established pursuant to the terms of the GUC Trust Agreement. References to the GUC Trust shall include references to the GUC Trustee, acting for the benefit of the GUC Trust Beneficiaries pursuant to the terms of the GUC Trust Agreement.

54. "GUC Trust Adversary Complaint" means the amended adversary complaint filed in the GUC Trust Adversary Proceeding on August 4, 2015.

55. "GUC Trust Adversary Proceeding" means the adversary proceeding styled as EisnerAmper LLP, not in its Individual Capacity but as Trustee of the SRC Liquidating GUC Trust v. Joseph P. Morgan, Jr., et al., Adv. Pro. No. 15-50771 (BLS), pending in the Bankruptcy Court.

56. "GUC Trust Agreement" means that certain Standard Register Company General Unsecured Creditors' GUC Trust Agreement, dated as of July 31, 2015, by and among the Debtors and the GUC Trustee.

57. "GUC Trust Assets" means (a) the Assets of the Debtors transferred to the GUC Trust on the closing of the Taylor Sale (including without limitation, the right to any

proceeds of the D&O Insurance), (b) the Liquidating SRC Membership Interests, and (c) the GUC Trust Causes of Action.

58. "GUC Trust Beneficiaries" means the Holders of Allowed General Unsecured Claims.

59. "GUC Trust Causes of Action" means any and all Causes of Action that have been asserted in the GUC Trust Adversary Complaint (including those certain Avoidance Actions asserted therein) or that could be asserted based on the facts and circumstances alleged in the GUC Trust Adversary Complaint (other than any Causes of Action against the Released Parties).

60. "GUC Trust Oversight Committee" means the GUC Trust Oversight Committee created pursuant to the GUC Trust Agreement.

61. "GUC Trust Seed Funding Amount" means the $600,000 that was loaned to the GUC Trust by the Debtors from the Wind-Down Amount on or about July 31, 2015 in accordance with the terms of the Committee Settlement.

62. "GUC Trustee" means the trustee of the GUC Trust, as appointed in accordance with the GUC Trust Agreement.

63. "Holder" means the Person that is the record owner of a Claim or Equity Interest, as applicable.

64. "Impaired" means a Claim or a Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

65. "Implementation Memorandum" means the memorandum, in form and substance acceptable to the Committee and the Second Lien Agent, describing the restructurings, transfers, and other corporate transactions that the Debtors determine to be necessary or appropriate to effectuate the Plan in compliance with the Bankruptcy Code and other applicable law and, to the maximum extent possible, in a tax efficient manner. The Plan Supplement will include a substantially final form of the Implementation Memorandum.

66. "Intercompany Claims" means any Claim held by a Debtor against another Debtor.

67. "Liens" means a lien as defined in section 101(37) of the Bankruptcy Code.

68. "Life Insurance Policies" means the Life Insurance Policies identified on Exhibit B to the Committee Settlement.

69. "Liquidating Debtor(s)" means the Debtors as reorganized on the Effective Date pursuant to the implementation of the Plan.

70. "Liquidating SRC" means SRC Liquidation Company as reorganized on the Effective Date pursuant to the implementation of the Plan.

71. "Liquidating SRC Membership Interests" means membership interests issued by Liquidating SRC on the Effective Date, representing 100% of the Equity Interests in Liquidating SRC.

72. "Mexico Bank Accounts" means the bank accounts maintained at Bank of America by the Mexico Debtors.

73. "Mexico Consideration Tax Treatment Agreement" means that certain Mexico Consideration Tax Treatment Agreement dated as of July 31, 2015, by and among The Standard Register Company; Standard Register Holding Company; Standard Register Mexico Holding Company; Standard Register Holding, S. de R.L. de C.V.; and Standard Register de México, S. de R.L. de C.V.

74. "Mexico Debtors" means Standard Register Holding, S. de R.L. de C.V.; Standard Register de México, S. de R.L. de C.V.; and Standard Register Servicios, S. de R.L. de C.V.

75. "MTSA" means that certain Master Transition Services Agreement, dated as of July 31, 2015 and entered into by and among the Debtors and Taylor.

76. "Other Secured Claim" means any Secured Claim that is not a Second Lien Secured Claim.

77. "Other Utility Deposits" means all funds deposited in the Adequate Assurance Deposit Account established pursuant to the Utilities Order other than the Taylor Utility Deposits.

78. "Penalty Claim" means any Claim for a fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Holder of such Claim as set forth in section 726(a)(4) of the Bankruptcy Code.

79. "Person" means person, including without limitation, any individual, Entity, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, estate, trust, unincorporated association or organization, official committee, ad hoc committee or group, governmental agency or political subdivision thereof, the U.S. Trustee, and any successors or assigns of any of the foregoing.

80. "Petition Date" means March 12, 2015.

81. "Plan" means this First Amended Chapter 11 Plan of Liquidation for SRC Liquidation Company and its Affiliates (including all exhibits annexed hereto and the Plan Supplement), as it may be altered, amended, or modified from time to time in accordance with the provisions hereof and of the Bankruptcy Code and the Bankruptcy Rules.

82. "Plan Supplement" means the collection of Plan-related documents to be Filed with the Court, which may consist of one or multiple Filings.

83. "Priority Claim" means a Claim, other than an Administrative Expense Claim, entitled to priority in right of payment under section 502(i) or 507(a) of the Bankruptcy Code.

84. "Priority Tax Claim" means a Priority Claim of a kind specified in section 507(a)(8) of the Bankruptcy Code.

85. "Pro Rata Share" means, the proportion that the Allowed Claim or Equity Interest in a particular Class bears to the aggregate amount of (a) Allowed Claims or Allowed Equity Interests in such Class as of the date of determination, plus (b) Disputed

Claims or Disputed Interests in such Class as of the date of determination, in their aggregate face amounts or such other amount: (i) as determined by an Order of the Bankruptcy Court estimating any Disputed Claim; or (ii) as directed by a Final Order of the Bankruptcy Court.

86. "Professional" means any Person employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

87. "Professional Fee Claim" means a Claim by a Professional for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 Cases.

88. "Professional Fee Claims Escrow Account" means an escrow account at Citibank N.A., or such other U.S. financial institution acceptable to the Committee and the Debtors, established by the Debtors on or prior to the Effective Date for the payment of Professional Fee Claims in accordance with Article 9 of the Plan.

89. "Rabbi Trust" means that certain trust, effective as of January 1, 1998, between The Standard Register Company and Key Trust Company of Ohio, National Association.

90. "Rabbi Trust Proceeds" means (i) Debtors' interest in the Rabbi Trust, and (ii) the Life Insurance Policies and any and all proceeds thereof. Notwithstanding the foregoing, Rabbi Trust Proceeds do not include any Assets or proceeds of the Rabbi Trust other than the Life Insurance Policies.

91. "Record Holder" means the holder of a Claim Interest as of the Confirmation Date.

92. "Released Party" has the meaning set forth in Section 7.4 hereof.

93. "Schedules" means the Schedules of Assets and Liabilities and Statement of Financial Affairs Filed by the Debtors with the clerk of the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

94. "Second Lien Agent" means Silver Point Finance, LLC, or its successor, in its capacity as the agent under the Second Lien Term Loan Facility.

95. "Second Lien Secured Claim" means any Claim derived from, based upon, relating to, or arising from the Second Lien Term Loan Facility, other than a Second Lien Deficiency Claim.

96. "Second Lien Deficiency Claim" means any Claim derived from, based upon, relating to, or arising from the Second Lien Term Loan Facility, to the extent that such Claim is not a Secured Claim. For the avoidance of doubt, the Second Lien Deficiency Claims shall be deemed allowed for voting purposes only, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the GUC Trust.

97. "Second Lien Term Loan Facility" means the credit facility pursuant to that certain Second Lien Credit Agreement dated as of August 1, 2013 by and among The Standard Register Company, WorkflowOne, LLC, the subsidiary guarantors party thereto, the lenders party thereto, and Silver Point Finance, LLC, as amended, restated, supplemented, or modified from time to time.

98. "Second Lien Term Lenders" means the lenders from time to time party to the Second Lien Term Loan Facility.

99. "Secured Claim" means a Claim that is secured (a) by a Lien that is valid, perfected, and enforceable under the Bankruptcy Code or applicable non-bankruptcy law or by reason of a Final Order, or (b) as a result of rights of setoff under section 553 of the Bankruptcy Code, but in any event only to the extent of the value, determined in accordance with section 506(a) of the Bankruptcy Code, of the Holder's interest in the Estate's interest in such property (unless an election has been made under section 1111(b) of the Bankruptcy Code on or prior to the Confirmation Date) or to the extent of the amount subject to such setoff, as applicable.

100. "Secured Creditor Trust" means that certain trust established pursuant to the Secured Creditor Trust Agreement. For the avoidance of doubt, the Secured Creditor Trust may, in the sole discretion of the Second Lien Agent, be one or more trusts, may own Equity Interests in wholly owned subsidiaries, and may be established prior to the Effective Date.

101. "Secured Creditor Trust Agreement" means the agreement establishing and delineating the terms and conditions of the Secured Creditor Trust. The Secured Creditor Trust shall not impose any obligations on the Debtors or the Liquidating Debtors without the consent of the Debtors and the Committee.

102. "Secured Creditor Trust Assets" means all of the Debtors' Assets other than (i) the Rabbi Trust Proceeds, (ii) the Wind-Down Amount, (iii) the Wind-Down Funds Account, (iv) the Avoidance Actions, (v) the GUC Trust Causes of Action and proceeds thereof, (vi) the D&O Insurance and D&O Policies, (vii) the Taylor Utility Deposits, (viii) those GUC Trust Assets transferred to the GUC Trust in connection with closing of the Taylor Sale in accordance with the Committee Settlement, (ix) the obligation of Taylor to pay the Taylor Payment Receivable, and (x) the obligation of the GUC Trust to repay the GUC Trust Seed Funding Amount.

103. "Secured Creditor Trustee" means the trustee or trustees of the Secured Creditor Trust, as appointed in accordance with the Secured Creditor Trust Agreement.

104. "Securities Law Claim" means any Claim that is subject to subordination under section 510(b) of the Bankruptcy Code, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any equity securities of any Debtor or an affiliate of any Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in the Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including, without limitation (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtors, pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Petition Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), and (ii) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other

deceptive acts in connection with the sale of equity securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

105. "Side Letter" means that certain Side Letter to Master Transition Services Agreement, dated as of July 31, 2015 and entered into by and among the Debtors and Taylor.

106. "Silver Point Entities" means Silver Point Capital Fund, L.P.; Silver Point Finance, LLC; SPCP Group III LLC; Silver Point Capital Fund, L.P.; SPF CDO I, Ltd.; SPCP Group, LLC; Silver Point Capital Offshore Fund, Ltd.; Silver Point Capital Master Fund, L.P.; Standard Acquisition Holdings, LLC, in its own capacity and in its capacity as Back-Up Bidder (as defined in the Asset Purchase Agreement) and as sub-agent to Silver Point Finance, LLC, as administrative agent under the First Lien Term Loan Facility and Second Lien Term Loan Facility; and, solely in their capacities as such, each of their general partners, directors, and managers.

107. "Solicitation Order" means the *Order (I) Scheduling Combined Hearing on Approval of Disclosure Statement and Confirmation of Plan, (II) Establishing Procedures for Solicitation and Tabulation of Votes on Plan, and (III) Approving Related Matters* [Docket No. 1073].

108. "Subordinated Claim" means any Penalty Claim, Securities Law Claim, or other Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code or Final Order of the Bankruptcy Court.

109. "Surplus Wind-Down Funds" means that portion of the Wind-Down Amount, if any, remaining in the Wind-Down Funds Account after full payment of all Allowed Administrative Expense Claims and Priority Claims.

110. "Taylor" means Taylor Corporation and any Designated Buyer (as that term is defined in the Asset Purchase Agreement).

111. "Taylor Claims" means any Claims that Taylor is obligated to satisfy pursuant to the Asset Purchase Agreement, the MTSA, the Side Letter, or otherwise.

112. "Taylor Payment Receivable" means the obligation of Taylor to pay certain obligations of the Debtors, including without limitation, Assumed Liabilities and various employee liabilities, as provided in the Asset Purchase Agreement.

113. "Taylor Utility Deposits" means the funds deposited in the Adequate Assurance Deposit Account established pursuant to the Utilities Order, which deposits are attributable to owned or leased facilities that constitute Transferred Assets (as defined in the Asset Purchase Agreement).

114. "Third Party Opt-Out Election" means the election made on the Ballot submitted by a Holder of a Class III or Class IV Claim to opt-out of the Third Party Release.

115. "Third Party Release" means the release granted by Holders of Class I-IV Claims pursuant to Section 7.4 of the Plan.

116. "Trust Agreements" means the GUC Trust Agreement and the Secured Creditor Trust Agreement.

117. "Trust Protected Parties" means the Trustees and any other employees, advisors, professionals, or agents and advisors of the Trusts (including any attorneys, financial

advisors, investment bankers, and other professionals retained by such Entities), but solely in their capacities as such.

118. "Trusts" means the GUC Trust and the Secured Creditor Trust.

119. "Trustees" means the GUC Trustee and the Secured Creditor Trustee.

120. "Unclassified Claims" means all Administrative Expense Claims.

121. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

122. "U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

123. "Utilities Order" means the *Final Order (A) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service; (B) Approving the Debtors' Proposed Adequate Assurance of Payment for Postpetition Services; and (C) Establishing Procedures for Resolving Requests for Additional Adequate Assurance of Payment* [Docket No. 171].

124. "Voting Deadline" means the deadline set by the Bankruptcy Court for parties to submit their Ballots to accept or reject the Plan.

125. "Wind-Down Amount" means the Wind-Down Amount, as defined in the Asset Purchase Agreement), funded by Taylor into the Wind-Down Funds Account on July 31, 2015 in connection with the closing of the sale to Taylor pursuant to the Asset Purchase Agreement. For the avoidance of doubt, except when released in accordance with Subsection 3.3.2 of the Plan, the Wind-Down Amount shall not constitute GUC Trust Assets.

126. "Wind-Down Funds Account" means the segregated account established by the Debtors in connection with the closing of the sale to Taylor pursuant to the Asset Purchase Agreement, and any additional segregated accounts established by the Debtors, to hold the Wind-Down Amount (and any refunds, repayments (including repayment of the GUC Trust Seed Funding) or returns of security deposits, loans or other amounts originating from the Wind-Down Amount), any proceeds from Assets released from the security interest of the Second Lien Lenders pursuant to the Committee Settlement (including Rabbi Trust Proceeds and proceeds of Avoidance Actions) and any reimbursements related to, or other amounts entitled to be retained by the Debtors pursuant to, the Wind-Down Settlement.

127. "Wind-Down Settlement" means that settlement, if any, with the Second Lien Agent approved by the Bankruptcy Court resolving, among other things, disputes with the Agent and the Second Lien Lenders regarding claims against the Wind-Down Amount and disposition expenses for Excluded Assets.

128. "Wind-Down Settlement Payment" means the amount, if any, paid by the Debtors to the Secured Creditor Trust pursuant to the Wind-Down Settlement.

EXHIBIT 2

LIQUIDATION ANALYSIS

SRC Liquidation Company et al.
Liquidation Analysis[1]

Pursuant to section 1129(a)(7) of the Bankruptcy Code (the "Best Interests Test"), each holder of an Impaired Claim or Equity Interest must either: (i) accept the Plan; or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

In determining whether the Best Interests Test has been met, the first step is to determine the projected recovery that each Class of Creditors would receive in a hypothetical liquidation of the assets of the Debtors in a chapter 7 proceeding. That amount is then compared to the projected recovery that each Class of Creditors is expected to receive under the Plan.

The Debtors, with the assistance of their restructuring advisors, prepared this hypothetical liquidation analysis (the "Liquidation Analysis") in connection with the Disclosure Statement. The Liquidation Analysis indicates the estimated amounts available to make Distributions to Holders of, among other Creditors, Second Lien Secured Claims and General Unsecured Claims as part of a hypothetical chapter 7 liquidation, as an alternative to the Plan. This Liquidation Analysis does not compare alternative recoveries to (a) Holders of Other Secured Claims and Priority Claims, as they are deemed to vote to accept the Plan, and (b) Holders of Subordinated Claims or Equity Interests, as they are not receiving any recoveries in any event. The Liquidation Analysis is based upon the assumptions discussed herein and in the Disclosure Statement.

The Liquidation Analysis has been prepared to reflect the hypothetical situation that the Chapter 11 Cases convert to chapter 7 cases on or about December 1, 2015 (the "Liquidation Date") with a chapter 7 trustee (the "Chapter 7 Trustee") appointed by the Bankruptcy Court. It also assumes that the Effective Date would occur on the Liquidation Date. The Debtors believe that the Plan provides for the liquidation of the Debtors in a manner that is more time and cost effective than liquidation under chapter 7 of the Bankruptcy Code. The Debtors believe that a conversion to chapter 7 would likely result in a delay of Distributions to Creditors and a reduction in recoveries compared to those available under the Plan. The Debtors believe that a Chapter 7 Trustee would require time and effort to become familiar with their books, records, systems, and assets. The institutional knowledge of the Debtors' officers and advisors and the advisors to the Committee is integral to resolving outstanding issues. Accordingly, the Debtors believe the value of property to be received under the Plan by each Holder of an Allowed Second Lien Secured Claim and General Unsecured Claim would be equal to or greater than the value such Holders would receive in a liquidation under chapter 7 of the Bankruptcy Code. To arrive at that conclusion, the Debtors estimated and compared the likely returns under the Plan and under chapter 7.

[1] Unless separately defined herein, all capitalized terms have the meanings ascribed to them in the *First Amended Chapter 11 Plan of Liquidation for SRC Liquidation Company and its Affiliates* (the "Plan") or the *Disclosure Statement for First Amended Chapter 11 Plan of Liquidation for SRC Liquidation Company and its Affiliates* (the "Disclosure Statement").

The determination of the hypothetical chapter 7 liquidation to wind down the Debtors' estates is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors and their advisors, are inherently subject to significant uncertainties and contingencies beyond the control of the Debtors. ACCORDINGLY, NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS UNDER THE PLAN OR A CHAPTER 7 LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT APPROXIMATE THE ASSUMPTION REPRESENTED HEREIN. ACTUAL RESULTS COULD VARY MATERIALLY.

UNAUDITED

Liquidation Analysis for Second Lien Secured Claims

		Chapter 11	Chapter 7
Sources of Funds:			
	Payment from Taylor[1]	$11,270,000	$11,270,000
	Excluded Assets that are not Free and Clear Assets	Unknown[2]	Unknown
	Subtotal:	Unknown	Unknown
Uses of Funds:			
	Administrative Expenses	$Unknown[3]	$Unknown
	Subtotal:	$11,270,000	$11,270,000
Amount Available for Distribution to Holders of Second Lien Secured Claims:		$11,270,000	$11,270,000[4]

[1] This amount has already been paid.

[2] It is not yet known which of the Debtors' Assets will constitute Excluded Assets that are not Free and Clear Assets.

[3] For the Plan scenario, this category includes the fees payable to the Secured Creditor Trustee or otherwise in connection with the Secured Creditor Trust Agreement. It is assumed that the Holders of Second Lien Secured Claims would incur at least as much in fees and expenses if the Excluded Assets that are not Free and Clear Assets were abandoned by a Chapter 7 Trustee to the Holders of Second Lien Secured Claims.

[4] It is anticipated that if the Chapter 11 Cases are converted to chapter 7, distributions to Holders of Allowed Second Lien Secured Claims would be delayed.

Amounts in $1,000's ***UNAUDITED***

Liquidation Analysis for General Unsecured Claims

		Chapter 11	Chapter 7
Sources of Funds:[1]			
	Cash[2]	$4,797	$4,797
	GUC Trust Seed Funding Amount	$600	$600
	Avoidance Actions[3]	Unknown	Unknown
	Subtotal:	$5,397	$5,397
Uses of Funds:			
	Administrative Expenses[4]	$(450)[5]	$(450)[6]
	Professional Fee Claims[7]	$(1,230)	$(1,230)
	Statutory Fees	$(84)	$(97)
	Chapter 7 Trustee Fees	$ --	$(364)[8]
	Priority Claims	$(2,475)	$(2,475)
	Subtotal:	$(4,239)	$(4,616)
Amount Available for Distribution to Holders of General Unsecured Claims:		$1,158	$961[9]

---

[1] As the obligation of Taylor to pay the Taylor Payment Receivable and the Claims that will be paid by Taylor's satisfaction of the Taylor Payment Receivable exactly offset each other in each of the chapter 11 and chapter 7 scenarios, both the Sources of Funds and the Uses of Funds set forth herein ignore these items.

[2] All amounts set forth herein are as of the Liquidation Date and include retainers yet to be applied by certain Professionals. This amount assumes a payment of $1.1 million to the Second Lien Agent from the Wind-Down Amount. The Second Lien Agent claims an entitlement to $1.85 million from the Wind-Down Amount. The Debtors, however, dispute the Second Lien Agent's claim to any additional portion of the Wind-Down Amount. The Debtors believe that the $1.1 million figure is an appropriate assumption for purposes of the Liquidation Analysis based on communications with the Second Lien Agent.

[3] The ultimate recovery on the Avoidance Actions is subject to a number of factors that are outside the control of the Debtors and, therefore, it is difficult, if not impossible, to estimate with any degree of certainty the ultimate outcome of any of the Avoidance Actions. However, it is assumed that a Chapter 7 Trustee would take the same steps to prosecute the Avoidance Actions as contemplated under the Plan. Therefore, the inability to predict the outcome of the Avoidance Actions or other litigation, and hence the projected recovery, is the same in a liquidation of the Debtors under chapter 7 as compared to the terms of the Plan.

[4] Amount excludes Professional Fee Claims.

[5] For the Plan scenario, this category includes the fees payable to the GUC Trustee or otherwise in connection with the GUC Trust Agreement. It is assumed that the Chapter 7 Trustee would incur at least the same amount of fees and costs.

[6] Administrative expenses are anticipated to be higher in chapter 7 as a consequence of the inefficiencies of the Chapter 7 Trustee's learning curve with respect to the Debtors' assets and obligations.

[7] Amount includes holdbacks for certain Professionals.

[8] Chapter 7 Trustee fees are calculated as set forth in the fee schedule included in section 326 of the Bankruptcy Code. The estimated amount of such fees is based on total disbursements by the Chapter 7 Trustee of approximately $5.4 million. This amount also includes an estimate for the Chapter 7 Trustee's professional fees. These amounts are not incurred under the Plan.

[9] It is anticipated that if the Chapter 11 Cases are converted to chapter 7, distributions to Holders of Allowed General Unsecured Claims would be delayed.

EXHIBIT 3

ANALYSIS OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

ANALYSIS OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain United States ("U.S.") federal income tax consequences of the Plan to certain Holders of Claims. The analysis contained herein is based upon the Internal Revenue Code of 1986, as amended (the "Tax Code"), the Treasury regulations promulgated thereunder (the "Regulations"), judicial decisions, and published administrative rulings and pronouncements of the Internal Revenue Service ("IRS") as in effect on the date hereof. Legislative, judicial, or administrative changes or interpretations hereafter enacted or promulgated could alter or modify the analysis and conclusions set forth below. Any such changes or interpretations may be retroactive and could affect significantly the U.S. federal income tax consequences discussed below. The U.S. federal income tax consequences of the Plan are complex and are subject to significant uncertainties. This summary does not generally address state, local, or non-U.S. tax consequences of the Plan, nor does it purport to address the U.S. federal income tax consequences of the Plan to special classes of taxpayers (such as foreign taxpayers, broker dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax-exempt organizations, and investors in pass-through Entities). 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.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER. MOREOVER, THE TAX CONSEQUENCES OF CERTAIN ASPECTS OF THE PLAN MAY BE UNCERTAIN DUE TO THE LACK OF DIRECTLY APPLICABLE LEGAL PRECEDENT AND THE POSSIBILITY OF CHANGES IN THE LAW. NO RULING HAS BEEN APPLIED FOR OR OBTAINED FROM THE IRS WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN AND NO OPINION OF COUNSEL HAS BEEN REQUESTED OR OBTAINED WITH RESPECT THERETO. THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE THAT THE IRS WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM IS STRONGLY URGED TO CONSULT WITH ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, FOREIGN, OR OTHER TAX CONSEQUENCES OF THE PLAN.

1. U.S. FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTORS

1.1 Sale of the Debtors' Assets. The Taylor Sale and any other sales of the Debtors' Assets (each, a "Sale" and collectively, the "Sales") in the Chapter 11 Cases are taxable transactions. Thus, the Debtors must recognize any gain or loss realized on the Sales. To determine the amount of gain or loss realized on any Sale, the total consideration (net of selling expenses) received in such Sale must be allocated among the Assets sold in accordance with their relative fair market values. The gain or loss realized with respect to each Asset is then determined separately by subtracting the selling Debtors' tax basis in such Asset from the

amount of consideration received for such Asset. The Debtors expect that the amount of consideration received with respect to the Assets will generally not exceed the Debtors' tax basis in the Assets, resulting in an overall loss for U.S. federal income tax purposes. To the extent that the Debtors recognize a net gain from the Sale, such gain may be offset either by (i) net operating losses ("NOLs") that accrue during the taxable year of the Sale, (ii) the Debtors' existing NOLs from prior taxable years, or (iii) capital loss carryforwards from prior years. The Debtors' ability to use certain losses (including loss carryforwards) to offset taxable gains and income may be subject to certain limitations under the consolidated return rules and section 382 of the Tax Code. Accordingly, the amount of gain or loss arising from the Sales may be subject to adjustment in subsequent years in the event contingent payments are made in connection with any Sale. At the time of the Taylor Sale and any other Sale consummated prior to the Effective Date, the Debtors did not expect to recognize an overall net gain from the Sales and had significant NOLs available to offset any unexpected gain from the Sales.

1.2 Cancellation of Indebtedness and Reduction of Tax Attributes. As a result of the consummation of the Plan, certain indebtedness of the Debtors will be deemed to be discharged for U.S. federal income tax purposes. Generally, gross income includes the amount of any such cancellation of indebtedness ("COD") income. The amount of the COD income generally equals the amount by which the indebtedness discharged (reduced by any unamortized discount) exceeds any consideration given in exchange therefor, subject to certain statutory or judicial exceptions that can apply to limit the amount of COD income (such as where the payment of the cancelled debt would have given rise to a tax deduction). Because the Debtors are in a chapter 11 bankruptcy proceeding, however, the Debtors will not be required to recognize COD income. Instead, the Debtors will be required to reduce certain tax attributes to the extent of unrecognized COD income. The order and manner prescribed for the reduction of the Debtors' tax attributes is set forth in section 108(b)(2) of the Tax Code. The tax attributes of the Debtors subject to reduction include NOLs, NOL carryforwards, capital losses and loss carryovers, certain tax credits, and, subject to certain limitations, the income tax basis of Debtors' property (including stock of subsidiaries). The Sales have already occurred, and the Debtors anticipate that the Distribution of a majority of the proceeds and any remaining Assets to the Holders of Claims and the Trusts will occur before the end of the Debtors' current taxable year. Furthermore, SRC Liquidation Company will convert to a limited liability company under the Plan, resulting in a deemed liquidation of SRC Liquidation Company. Accordingly, there will be little or no tax attributes to reduce, because, pursuant to section 108(b)(4) of the Tax Code, attribute reduction is made after there is a determination of the tax imposed for the year of the discharge of indebtedness, at a time when SRC Liquidation Company will be deemed to have liquidated.

2. U.S. FEDERAL INCOME TAXATION OF THE TRUSTS

2.1 Classification of the Trusts. Many of the Debtors' Assets will be transferred to the Trusts to be established pursuant to the Plan. The Debtors intend that (i) each of the Trusts qualify as a "liquidating trust," as defined in Regulation section 301.7701-4(d), and (ii) each of the Trusts be treated as a "grantor trust" with the relevant beneficiaries of each Trust (collectively, the "Trust Beneficiaries") treated as the grantors of the respective Trust.

The following discussion assumes that each of the Trusts will be characterized as a grantor trust for U.S. federal income tax purposes. The Debtors do not intend to request any

advance ruling from the IRS regarding the tax characterization of the Trusts as liquidating trusts. Additionally, no opinion of counsel has been requested concerning the tax status of the Trusts as grantor trusts. As a result, there can be no assurance that the IRS will treat the Trusts as grantor trusts. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Trusts, the Trust Beneficiaries, and the Debtors could be materially different than is discussed herein (including the potential for an Entity level tax on any income of the Trusts and adverse tax effects to the Trust Beneficiaries).

2.2 General Tax Reporting by the Trusts and Trust Beneficiaries. The Plan requires all parties (including the Debtors, the Trustees, and the Trust Beneficiaries) to treat the transfer of Assets by the Debtors to the Trusts, for U.S. federal income tax purposes, as a transfer of such Assets directly to the Trust Beneficiaries, followed by the transfer of such Assets by the Trust Beneficiaries to the Trusts. The Plan also requires the Debtors, the Trustees, and the Trust Beneficiaries to treat the Trusts as grantor trusts of which the Trust Beneficiaries are the owners and grantors. As a consequence, the Trust Beneficiaries (and any subsequent transferees of beneficial interests in the Trusts) will be treated for U.S. federal income tax purposes as the direct owners of a specified undivided interest in the Assets of the respective Trusts (which Assets will have a tax basis equal to their fair market value on the date transferred to each of the Trusts).

The U.S. federal income tax reporting obligation of a Trust Beneficiary is not dependent upon the Trusts distributing any Cash or other proceeds. The Plan provides that the Trusts will allocate items of income, gain, loss, expense, and other tax items to the Trust Beneficiaries in accordance with their relative beneficial interest in the respective Trusts. Therefore, a Trust Beneficiary may incur an income tax liability with respect to its allocable share of the income of the Trusts whether or not the Trust has made any concurrent Distribution of Cash or other Assets to the Trust Beneficiary.

The Plan requires the Trustees to file tax returns for the Trusts as a "grantor trust" pursuant to Regulation section 1.671-4(a). The Trusts are expected to send each Trust Beneficiary a separate statement setting forth the Trust Beneficiary's share of items of income, gain, loss, deduction, and credit, and such Trust Beneficiary will be responsible for any reporting requirements with respect to the allocated amounts and the payment of any taxes that result from such allocations.

TRUST BENEFICIARIES ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPROPRIATE U.S. FEDERAL INCOME TAX REPORTING OF ALLOCATIONS FROM THE TRUSTS.

3. U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CLAIMS

3.1 In General. The U.S. federal income tax consequences of the Plan to a Holder of a Claim will depend upon several factors, including, but not limited to (i) whether the Holder's Claim (or a portion thereof) constitutes a Claim for principal or interest; (ii) the origin of the Holder's Claim; (iii) the type of consideration received by the Holder in exchange for the Claim; (iv) whether the Holder is a resident of the U.S. for tax purposes (or falls into any of the special classes of taxpayers excluded from this discussion as noted above); (v) whether the Holder reports income on an accrual or cash basis method; (vi) whether the Holder has taken a bad debt

deduction or worthless security deduction with respect to the Holder's Claim; and (vii) whether the Holder received Distributions under the Plan in more than one taxable year.

Generally, a Holder of a Claim will recognize gain or loss equal to the difference between the "amount realized" by such Holder in exchange for the Holder's Claim and such Holder's adjusted tax basis in the Claim. The "amount realized" is equal to the sum of the cash and the fair market value of any other consideration received under the Plan in respect of a Holder's Claim, including, in the case of the Trust Beneficiaries, the fair market value of each Trust Beneficiary's proportionate share of the Assets transferred to the Trusts on the behalf of and for the benefit of such Holder (in each case, to the extent that such cash or other property is not allocable to any portion of the Claim representing accrued but unpaid interest (see discussion below)). The tax basis of a Holder in a Claim will generally be equal to the Holder's cost therefore. The holding period of a Trust Beneficiary in its proportionate share of the Assets held by the Trusts will begin on the day following the deemed Distribution of Assets to the Holder.

The character of any recognized gain or loss (*i.e.*, as ordinary income or as short-term or long-term capital gain or loss) will depend upon the status of the Holder, the nature of the Claim in the Holder's hands, the purpose and circumstances of the Claim's acquisition, the Holder's holding period of the Claim, and the extent to which the Holder of the Claim previously claimed a deduction for the worthlessness of all or a portion of the Claim. If the Claim is a capital Asset in the Holder's hands, any gain or loss realized will generally be characterized as capital gain or loss and will constitute long-term capital gain or loss if the Holder has held such Claim for more than one year. Long-term capital gains of non-corporate taxpayers are subject to reduced rates of taxation. The deductibility of capital losses is subject to limitations.

HOLDERS ARE STRONGLY ADVISED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX TREATMENT UNDER THE PLAN OF THEIR PARTICULAR CLAIMS AND RECOGNITION OF GAIN OR LOSS, FOR U.S. FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

3.2 **<u>Allocation of Consideration to Accrued Interest</u>.** A portion of the consideration received by a Holder of a Claim in satisfaction of that Claim pursuant to the Plan may be allocated to the portion of such Claim (if any) that represents accrued but unpaid interest. If any portion of the Distribution is required to be allocated to accrued interest, such portion would be taxable to the Holder as interest income, except to the extent the Holder has previously reported such interest as income. A Holder will generally recognize a loss to the extent that any accrued interest was previously included in the Holder's gross income and is not paid in full.

Pursuant to the Plan, all Distributions in respect of any Claim will be allocated first to the principal amount of such Claim, as determined for U.S. federal income tax purposes, and then, to the extent the consideration exceeds such amount, to any portion of such Claim representing accrued but unpaid interest. However, there is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes.

In the event that a portion of the consideration received by a Holder of a Claim represents accrued but unpaid interest, only the balance of the Distribution would be considered received by the Holder in respect of the principal amount of the Claim. Such an allocation would reduce the amount of the gain, or increase the amount of loss, realized by the Holder with respect to the

Claim. If any such loss were a capital loss, it would not offset any amount of the Distribution that was treated as ordinary interest income (except, in the case of individuals, to the limited extent that capital losses may be deducted against ordinary income).

To the extent that any portion of the Distribution is treated as interest, Holders may be required to provide certain tax information in order to avoid the withholding of taxes.

3.3 Market Discount. A Holder that acquires a debt instrument at a market discount generally is required to treat any gain realized on the disposition of the instrument as ordinary income to the extent of accrued market discount not previously included in gross income by the Holder.

3.4 Information Reporting and Backup Withholding. The Debtors and the Trustees, as well as their respective paying agents, may be obligated to furnish information to the IRS regarding the consideration paid to Holders (other than certain corporations and other exempt Holders of Claims) pursuant to the Plan.

A Holder of an Allowed Claim may be subject to backup withholding with respect to any "reportable" payments received pursuant to the Plan unless such Holder (i) falls within certain exempt categories and, when required, demonstrates its eligibility for such exemption or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with the applicable requirements of the backup withholding rules. A Holder who does not provide a correct taxpayer identification number may be subject to penalties imposed by the IRS. Amounts withheld under the backup withholding rules may be credited against a Holder's tax liability, and a Holder may obtain a refund of any excess amounts withheld under the backup holding rules by timely filing the appropriate claim for refund with the IRS.

4. RESERVATION OF RIGHTS

The foregoing discussion is subject to change (possibly substantially) based on subsequent changes to the Plan or subsequent events. The Debtors and their advisors reserve the right to modify, revise, or supplement this discussion and other tax related sections of the Plan and Disclosure Statement in accordance with the terms of the Plan and the Bankruptcy Code.

THE FOREGOING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN AND THE APPLICATION OF FEDERAL, STATE, LOCAL, AND FOREIGN TAX LAWS. NEITHER THE DEBTORS NOR THEIR PROFESSIONALS SHALL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE U.S. FEDERAL, STATE, LOCAL, OR FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.

EXHIBIT 4

COMMITTEE SETTLEMENT

EXECUTION VERSION

THE STANDARD REGISTER COMPANY

SETTLEMENT AGREEMENT AMONG DEBTORS, SILVER POINT FINANCE, LLC & OFFICIAL COMMITTEE OF UNSECURED CREDITORS

June 19, 2015

This settlement agreement (the **"Settlement Agreement"**) memorializes the terms of a settlement (the "**Settlement**") among The Standard Register Company and its affiliated debtors and debtors in possession (the "**Debtors**"), Silver Point Finance, LLC, in its own capacity and in its capacity as administrative agent (the "**Term DIP Agent**") under the Term DIP Credit Agreement, the First Lien Term Loan Facility,[1] and Second Lien Term Loan Facility, and the duly appointed Official Committee of Unsecured Creditors of the Debtors (the "**Committee**" and, together with the Debtors and Silver Point Finance, LLC (in the capacities set forth above), the "**Parties**") in connection with the Debtors' chapter 11 cases (the **"Chapter 11 Cases"**) pending in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

This Settlement Agreement shall be binding, and obligations shall arise hereunder, only upon the execution and delivery of counterpart signatures among the Parties; *provided*, *however*, that the Debtors' obligations hereunder shall be subject to approval of this Settlement by the Bankruptcy Court. The Parties shall use best efforts to obtain Bankruptcy Court approval of the Settlement Agreement pursuant to the order approving the Sale (as defined below) on an expedited basis. This Settlement Agreement does not constitute an offer with respect to any securities or a solicitation of acceptances or rejections of any plan of reorganization or liquidation, it being understood that such solicitation, if any, shall be made only in compliance with applicable provisions of securities, bankruptcy, and/or other applicable laws. This Settlement Agreement is subject to Rule 408 of the Federal Rules of Evidence and any analogous rule of any applicable state or other jurisdiction. This Settlement Agreement shall not be admissible into evidence in any proceeding by a person who is not a Party hereto or a Released Party other than (a) a proceeding to enforce its terms and (b) to establish any of the covenants, provisions, or undertakings set forth herein.

Each Party to this Settlement is entering into this agreement for the purpose of settling and resolving the claims and/or disputes between the parties discussed herein and this settlement is not intended to, and does not constitute, nor shall it be deemed to constitute, an admission by any Party hereto of any liability, culpability, or fault; and any and all such admission of liability, culpability, and/or fault is hereby expressly denied.

Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and shall exercise reasonable best efforts with respect to, the pursuit,

---

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement by and among Taylor Corporation, as Buyer, and the Debtors, as Sellers (the "**APA**"), dated June 19, 2015.

approval, implementation, and consummation of the transactions that are the subject of this Settlement Agreement, and each Party shall take such action as may be reasonably necessary and requested to carry out the purposes and intent of this Settlement Agreement and shall refrain from taking any action that would frustrate the purposes and intent of this Settlement Agreement.

Summary

The Settlement is intended to resolve all claims of the Debtors' estates that can be asserted by the Debtors or any estate representative of the Debtors, including the Committee, against the Released Parties (as defined below), including, without limitation, the Silver Point Entities[2] and each of the lenders party to either or both of the First Lien Term Loan Facility and Second Lien Term Loan Facility. Without limiting the generality of the foregoing, the Settlement shall include a general release of all claims (as defined in the Bankruptcy Code) and causes of action of the Committee (the "**Committee's Claims**") against the Released Parties, whether or not asserted and regardless of whether such claims and causes of action are asserted by the Committee directly in its own right or derivatively on behalf of the Debtors and regardless of whether asserted in the form of an adversary proceeding, contested matter, objection, or otherwise. Moreover, the Committee shall irrevocably admit, stipulate, and agree to the stipulations set forth in the DIP Financing Order (as defined below), including, without limitation, paragraph 6 thereof.

In addition, the Committee shall (a) withdraw with prejudice its (i) *Objection of the Official Committee of Unsecured Creditors to the Proposed Sale of Substantially all of the Debtors' Assets* [ECF No. 580] and (ii) Supplemental Objection of the Official Committee of Unsecured Creditors to the Proposed Sale of Substantially All of the Debtors' Assets [ECF No. 682] (the objections described in clauses (i) and (ii), collectively, the "**Committee Sale Objections**"), (b) affirmatively support the sale (the "**Sale**") of substantially all of the Debtors' assets to the Taylor Corporation (the "**Buyer**") pursuant to the APA, as amended from time to time, and, in the alternative, to the Back-Up Bidder, and (c) not object to the distribution of proceeds of the Sale to the Debtors' estates in conformance with the terms of this Settlement.

In exchange for the foregoing, the Second Lien Agent (on behalf of the

---

[2] As used herein, "**Silver Point Entities**" means: Silver Point Capital Fund, L.P.; Silver Point Finance, LLC; SPCP Group III LLC; Silver Point Capital Fund, L.P.; SPF CDO I, Ltd.; SPCP Group, LLC; Silver Point Capital Offshore Fund, Ltd.; Silver Point Capital Master Fund, L.P.; Standard Acquisition Holdings, LLC, in its own capacity and in its capacity as Back-Up Bidder (as defined in the APA) and as sub-agent to Silver Point Finance, LLC, as administrative agent under the First Lien Term Loan Facility (in such capacity, the "**First Lien Agent**") and Second Lien Term Loan Facility (in such capacity, the "**Second Lien Agent**"); and each of their general partners, directors, and managers.

lenders under the Second Lien Term Loan Facility (the "**Second Lien Lenders**") and the Debtors shall provide Settlement Consideration (as defined below), in addition to any other commitments and agreements contained herein.

Settlement Consideration

The Committee's agreements and commitments hereunder shall be in exchange for the following (collectively, the "**Settlement Consideration**"):

(a) $5,000,000 (the "**GUC Cash Payment**") of the Additional Cash Component of the Sale that would otherwise be allocable to the Second Lien Lenders under the APA (which the Parties agree, in light of the resolution of the Committee's Claims and the Committee Sale Objections as provided herein, represent proceeds of the collateral of the Second Lien Lenders and shall not constitute property of the Debtors' estates) shall be designated for a distribution solely to holders of allowed general unsecured claims against the Debtors (collectively, the "**General Unsecured Creditors**"). Contemporaneously with the payment of the Additional Cash Component to the Second Lien Agent, the Second Lien Agent, on behalf of the Second Lien Lenders, shall consent that the GUC Cash Payment be paid to a trust established by the Committee, and authorized by the order of the Bankruptcy Court approving this Settlement, for the benefit of General Unsecured Creditors (the "**GUC Trust**"). The GUC Trust shall be formed, among other things, to hold and distribute the GUC Cash Payment to General Unsecured Creditors. From and after the Closing Date, the costs and expenses of the GUC Trust shall be funded exclusively from the GUC Trust's assets and proceeds thereof, exclusive of the GUC Cash Payment.

With respect to the GUC Trust, the Committee shall designate an individual or entity (the "**GUC Trustee**") to serve as trustee of the GUC Trust. The GUC Trustee shall receive and deposit the GUC Cash Payment in a separate account (the "**GUC Trust Account**") with a financial institution designated by the GUC Trustee. The GUC Trustee shall hold the GUC Cash Payment in the GUC Trust Account.

(b) A percentage of the aggregate recovery from the estate

(the "**Second Lien Recovery**") to Second Lien Lenders as set forth in the table attached as **Exhibit A** hereto (the "**Sharing Payment**"). The Second Lien Recovery shall be equal to the ratio, expressed as a percentage, of (i)(A) the amount of Additional Cash Component actually received by the Second Lien Lenders (or the Second Lien Credit Bid Amount, to the extent the Buyer terminates the APA and Standard Acquisition Holdings, LLC as the Back-Up Bidder consummates the sale) after deduction of the GUC Cash Payment, less (B) the sum of (1) any portion of the Maximum Reimbursement Amount actually received by the First Lien Agent (or the Back-Up Bidder, as its sub-agent), and (2) the fees and expenses of the Second Lien Agent, over (ii) the amount necessary for Full Payment (as defined in the DIP Financing Order) of the obligations under the Second Lien Term Loan Facility. The Sharing Payment, if and when triggered, shall be funded into the GUC Trust. For the avoidance of doubt, if the Back-Up Bidder is the buyer, no recovery on equity or acquired assets shall be considered in determining the Second Lien Recovery.

(c) If the APA between the Buyer and the Debtors is terminated and the Debtors alternatively close a sale transaction with Standard Acquisition Holdings, LLC, as the Back-Up Bidder, and the Back-Up Bidder is subsequently sold to a third party (including by merger, stock sale, or sale of substantially all assets, whether in one or a series of related transactions) (a "**Subsequent Transaction**") before the fourth anniversary of the closing date of the sale by the Debtors to the Back-Up Bidder (the "**Subsequent Transaction Period**"), a cash payment in an aggregate amount equal to the following (the "**Subsequent Transaction Payment**"): 10% of the excess, if any, of (x) the net proceeds (after customary transaction fees and expenses) of the Subsequent Transaction over (y) $337,400,000 (it being understood that the amount referenced in clause (y) shall be updated within 105 days of the Closing Date of the sale with the Back-Up Bidder to reflect an amount equal to the sum of: (i) the Cash Component, (ii) Capitalized Lease obligations that are assumed, (iii) assumed Cure Claims, and 503(b)(9) claims, and (iv) the obligations under the First Lien Term Loan Facility and the Second Lien Term Loan Facility, including accrued and unpaid interest thereon through the Closing Date of the sale to

the Back-Up Bidder (such terms as defined in the asset purchase agreement with the Back-Up Bidder (the "**Back-Up APA**"))). For the avoidance of doubt, to the extent the Back-Up Bidder transfers all or substantially all of the assets to an entity under the control of the Back-Up Bidder, if such related transferee engages in a Subsequent Transaction during the Subsequent Transaction Period, the foregoing provision shall apply to such related transferee as it applied to the Back-Up Bidder. [3]

In addition, the Parties agree that the Wind-Down Amount (as defined in the APA) paid by the Buyer pursuant to the APA shall be used to fund the Committee's professional advisors (the "**Committee Professionals**"),[4] up to $2,000,000 of the currently or subsequently allowed and unpaid fees and expenses of the Committee Professionals. To the extent they are not paid from the foregoing Wind-Down Amount, an additional $1 million of the currently or subsequently allowed and unpaid fees and expenses of the Committee Professionals, to the extent that such fees and expenses do not relate to work performed for the GUC Trust from and after the Closing Date, shall be paid from the proceeds of the Life Insurance Policies that are listed on **Exhibit B** hereto (the "**Life Insurance Policies**"). In addition, on the Closing Date, the Debtors shall advance $600,000 to fund the GUC Trust (the "**GUC Trust Seed Funding Amount**"). For the avoidance of doubt, nothing herein shall limit the right of the Committee Professionals to seek the payment of all fees and expenses allowed in these Chapter 11 Cases from the Debtors' estates, *provided*, *however*, that such fees and expenses shall not include fees and expenses for work performed for the GUC Trust from and after the Closing Date. The GUC Trust shall repay the GUC Trust Seed Funding Amount from the first net proceeds recovered by the GUC Trust from the liquidation of its assets, but in no event from the GUC Cash Payment.

The Debtors agree that they shall cause the agreements in the preceding paragraph to be satisfied, and the Committee agrees that the Released Parties shall have no separate liability therefor. The Debtors further

---

[3] The foregoing rights with respect to the Subsequent Transaction will be issued in a way that complies with law and where no prior registration under securities laws is required and so that the Back-Up Bidder (Standard Acquisition Holdings, LLC) is not subject to public reporting requirements under any securities laws on a post-issuance basis or is not treated as a publicly traded partnership for tax or other purposes. Any transfers of such right would be subject to a Right of First Offer and to other customary restrictions including no transfers to competitors.

[4] If the APA with the Buyer is terminated and the Debtors subsequently close a sale to the Back-Up Bidder, the Back-Up APA shall provide for the $2,000,000 referenced in this paragraph to be contributed by the Back-Up Bidder as part of the Wind-Down Amount (as defined in the Back-Up APA).

	covenant and agree that, unless the APA is terminated, they shall not draw the "Wind Down Funding Loan," as defined in the Super-Priority Priming Debtor In Possession Delayed Draw Term Loan Credit Agreement, dated as of March 12, 2015 (the "**Term DIP Credit Agreement**"), or any loan for the "Wind Down Amount" as defined in the Term DIP Credit Agreement. For the avoidance of doubt, the Parties agree that the Wind-Down Amount includes $1,850,000 on account of professional fees and expenses of the professional advisors to the DIP Agents (as defined in the DIP Financing Order), the First Lien Agent, the Second Lien Agent, and the Pre-Petition ABL Agent (as defined in the DIP Financing Order), assuming a Closing Date no later than July 19, 2015 and that all obligations herein of the Parties are honored in their entirety. For the avoidance of doubt, to the extent the APA is terminated and the Debtors alternatively close a sale transaction with the Back-Up Bidder, the GUC Cash Payment, the $2,000,000 Wind-Down Amount allocation for the Committee Professionals set forth above, the Sharing Payment, and the Subsequent Transaction Payment shall be paid, at the closing of such transaction, by the Back-Up Bidder.
Unencumbered Assets	The Committee hereby agrees that all Transferred Assets constitute collateral securing the First Lien Term Loan Facility and Second Lien Term Loan Facility (the "**Term Loan Facilities**") and that the proceeds of such collateral constitute cash collateral securing the obligations under such Term Loan Facilities. For the avoidance of doubt, the Committee irrevocably waives any claim that all or any portion of the Transferred Assets constitute unencumbered assets and/or that the proceeds of the sale of such Transferred Assets do not constitute collateral securing the DIP Obligations, the obligations under the Term Loan Facilities, and/or adequate protection replacement liens granted with respect to the Term Loan Facilities. The Parties further agree that, except as provided below, Excluded Assets constitute collateral securing the DIP Obligations, the obligations under the Term Loan Facilities, and/or adequate protection replacement liens granted with respect to the Term Loan Facilities. Accordingly, the Parties further agree that, except as provided below, the lenders under the Term Loan Facilities (or the First Lien Agent and/or Second Lien Agent on their behalf) shall be entitled to the proceeds of any Excluded Assets or, at their sole election, to recover title to and possession of any Excluded Assets. Notwithstanding anything herein to the contrary, the Parties agree as follows:

(a) The Silver Point Entities, on their own behalf and as the First Lien Agent and Second Lien Agent (and the "Required Lenders" under each of the Term Loan Facilities (as defined thereunder) direct the First Lien Agent or Second Lien Agent, as applicable, as an exercise of remedies, to) waive, release, and relinquish any right, title, interest, or claim, of any type or nature whatsoever, in the Wind-Down Amount funded under the APA, and agree that such amount can be used and distributed by the Debtors, in their sole discretion, as provided by the APA; *provided*, *however*, that a portion of the Wind-Down Amount is allocated and shall be paid to the professional advisors of the DIP Agents (as defined in the DIP Financing Order), the First Lien Agent, the Second Lien Agent, and the Pre-Petition ABL Agent (as defined in the DIP Financing Order).

(b) The Silver Point Entities, on their own behalf and as First Lien Agent and Second Lien Agent (and the "Required Lenders" under each of the Term Loan Facilities (as defined thereunder) direct the First Lien Agent or Second Lien Agent, as applicable, as an exercise of remedies, to), waive, release, and relinquish any right, title, interest, or claim, of any type or nature whatsoever, in the Life Insurance Policies (and the Debtors' interest in that certain trust, effective as of January 1, 1998, between The Standard Register Company and Key Trust Company of Ohio, National Association , that holds only such Life Insurance Policies (as such trust may have been or may subsequently be amended, supplemented, or modified, the "**Standard Register Deferred Compensation Plan Trust**")), and agree that such assets and their proceeds shall be available to the Debtors' estates, free and clear of any liens, encumbrances, or claims, administrative or otherwise, of the Silver Point Entities, including the First Lien Agent and Second Lien Agent; *provided*, *however*, that, to the extent the Standard Register Deferred Compensation Plan Trust holds any assets other than the Life Insurance Policies, the Parties agree that the proceeds of such additional assets constitute the cash collateral of the Second Lien Lenders.

(c) The Silver Point Entities, on their own behalf and as First Lien Agent and Second Lien Agent (and the "Required Lenders" under each of the Term Loan Facilities (as defined thereunder) direct the First Lien Agent or Second Lien Agent, as applicable, as an exercise of remedies, to), waive, release, and relinquish any right, title, interest, or claim, of any type or nature whatsoever, in any claim or cause of action of the

Debtors under chapter 5 of the Bankruptcy Code that is an Excluded Asset (the "**Avoidance Actions**"), and agree that such Avoidance Actions shall be available to the Debtors' estates, free and clear of any liens, encumbrances, or claims, administrative or otherwise, including but not limited to those of the Silver Point Entities, including the First Lien Agent and Second Lien Agent.

(d) Subject to the Disgorgement Right (as defined below), the GUC Cash Payment constitutes proceeds of the Term Loan Facilities, and shall be transferred to the GUC Trust as provided above. The Silver Point Entities, on their own behalf and as First Lien Agent and Second Lien Agent, waive, release, and relinquish any right, title, interest or claim, of any type or nature whatsoever, in the GUC Cash Payment and shall not be entitled to any distribution therefrom.

(e) The D&O Claims (as defined below) and the Debtors' right to proceeds from the D&O Insurance (as defined below) secure the Term Loan Facilities, and, in exchange for the consideration provided hereunder, shall be transferred to the GUC Trust on the Closing Date, free and clear of any liens, claims, or encumbrances, including but not limited to those of the Silver Point Entities, including the First Lien Agent and Second Lien Agent. The Silver Point Entities, on their own behalf and as First Lien Agent and Second Lien Agent (and the "Required Lenders" under each of the Term Loan Facilities (as defined thereunder) direct the First Lien Agent or Second Lien Agent, as applicable, as an exercise of remedies, to), waive, release, and relinquish any right, title, interest or claim, of any type or nature whatsoever, in the Debtors' director and officer insurance (the "**D&O Insurance**") and those certain claims and causes of action (together with any proceeds thereof, including any proceeds of the D&O Insurance) against any parties other than the Released Parties (as defined below), including but not limited to any such claims that are not currently asserted in, but could be added to, the Committee Adversary Proceeding by way of amendment, joinder, or otherwise, including claims against any additional party (the "**D&O Claims**"); *provided*, *however*, that nothing herein shall prejudice the right of any director of the Debtors or WorkflowOne nominated by the Silver Point Entities (including, without limitation, Anthony DiNello, Frederic Brace, and Robert Peiser) (x) to obtain or be protected by the coverage to which he is entitled under the Debtors' D&O Insurance (including advancement of fees and expenses) or (y) to seek indemnification from the Debtors.

For the avoidance of doubt, all GUC Trust assets and proceeds thereof shall, subject to the repayment claim of the Debtors related to the GUC Trust Seed Funding Amount, be free and clear of any liens, encumbrances, or claims, administrative or otherwise, including but not limited to those of the Silver Point Entities, including the Term DIP Agent, the First Lien Agent, and the Second Lien Agent.

In furtherance of the foregoing, upon the Closing Date, the Committee hereby admits and stipulates to, and agrees to be bound by, each of the stipulations set forth in the DIP financing order entered in the Chapter 11 Cases [ECF No. 290] (the "**DIP Financing Order**"), including, without limitation, paragraph 6 thereof. The Committee further admits, stipulates, and agrees that the "Challenge Period" pursuant to the DIP Financing Order has expired and all claims thereunder have been released.

General Release

In exchange for the Settlement Consideration and other promises and agreements set forth in this Settlement, the Committee and the Debtors, on behalf of themselves and their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, business managers, accountants, attorneys, representatives, consultants, agents, and any and all other person, party, or entity claiming under or through them, hereby release, discharge, and acquit the Silver Point Entities (including, without, limitation, Silver Point Finance, LLC, in its own capacity and in its capacity as administrative agent under the Term DIP Credit Agreement and the Term Loan Facilities); DLJ Investment Partners, L.P.; DLJ Investment Partners II, L.P., DLJIP II Holdings, L.P.; Credit Suisse AG, Cayman Islands Brand; Credit Suisse Loan Funding LLC; Sargas CLO II Ltd.; WG Horizons CLO I; any other lender under either or both of the Term Loan Facilities; any person who has served as a director of Workflow Holdings, LLC, WorkflowOne, LLC, or their subsidiaries (collectively, "**WorkflowOne**"); Anthony DiNello, Frederic Brace, and Robert Peiser; and each of their respective current and former heirs, executors, administrators, predecessors, successors, assigns, subsidiaries, parents, affiliates, divisions, partners, members, interest holders (direct and indirect), officers, directors, employees (including, for the avoidance of doubt, any current or former employee of the Silver Point Entities in his or her capacity as a board member of the Debtors or WorkflowOne), agents, shareholders, managers, accountants, attorneys, representatives, consultants, other professionals, insurers, and any and all other persons, corporations, or other entities acting under the direction, control, or on behalf of any of the foregoing, in each case solely in their capacity as such (each of the foregoing, a "**Released Party**") from any and all claims, counterclaims, disputes, liabilities, suits, demands, defenses,

liens, actions, administrative proceedings, and causes of action of every kind and nature, or for any type or form of relief, and from all damages, injuries, losses, contributions, indemnities, compensation, obligations, costs, attorneys' fees, and expenses, of whatever kind and character, whether past or present, known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, or requirement, and claims of every kind, nature, and character whatsoever, including avoidance claims, causes of actions, and rights of recovery arising under chapter 5 of the Bankruptcy Code and any and all claims based on avoidance powers under any applicable non-bankruptcy law that any such releasing Party ever had or claimed to have, or has or claims to have presently or at any future date, against any Released Party arising from or related in any way whatsoever to the Debtors or Workflow One; *provided*, *however*, that this release shall not apply to any obligations under this Settlement Agreement or, to the extent the Back-Up Bidder is the buyer, any obligations under the Back-Up APA. Each Released Party not a Party hereto is an intended third-party beneficiary of this Settlement Agreement and shall be entitled to enforce the same. The general release set forth in this paragraph shall be effective on the Closing Date.

Without limiting the foregoing, the Committee hereby agrees that it shall:

(a) Within two (2) business days following the Closing Date, file an amended complaint in that certain adversary proceeding styled *Official Committee of Unsecured Creditors of The Standard Register Company,* et al.*, v. Silver Point Capital, L.P.* et al., Adv. Proc. No. 15-50771 (BLS) (Bankr. D. Del.) (the "**Committee Adversary Proceeding**") and shall dismiss with prejudice, and forbear from ever prosecuting, any and all claims against the Released Parties in the Committee Adversary Proceeding, including any such claims that are not currently asserted in, but could be added to, the Committee Adversary Proceeding by way of amendment, joinder, or otherwise;

(b) Subject to the Closing, to the extent not already released, dismiss with prejudice and forbear from prosecuting claims against persons to the extent a

judgment or settlement against such person could reasonably be expected to result in a post-petition administrative expense claim against the Debtors' estates or any claims against the Released Parties (absent written consent from such Released Parties and full indemnification from the GUC Trust); *provided*, *however*, the Committee shall not be precluded from asserting claims against any director or officer currently named in the Committee's Adversary Proceeding so long as, to the extent any Released Party is joined to or named in any such litigation, the Committee, its successor, and/or the GUC Trust or the GUC Trustee agrees to reduce its recovery, solely for the benefit of such Released Party, by the full amount of any judgment entered against the Released Party with respect to any claim of contribution, indemnification, or otherwise.

(c) Withdraw the Committee Sale Objections and forbear from objecting to or opposing the Sale, or any relief sought by the Debtors, the Buyer, or the Silver Point Entities in furtherance of the same, including, without limitation, any objection to the payment of the obligations under the Term Loan Facilities directly to the agents or lenders thereunder, and affirmatively support the Sale and the Settlement; and

(d) Admit, or be deemed to have admitted, that none of the Silver Point Entities is an "insider" of the Debtors, as defined in section 101(31) of the Bankruptcy Code or applicable case law.

Payment of Term Loan Facilities

The Parties hereby agree that, on the Closing Date (a) the Maximum Reimbursement Amount shall be paid directly from the proceeds of the Sale to the First Lien Agent or the Back-Up Bidder (as sub-agent to the First Lien Agent), as directed by the First Lien Agent, (b) the cash consideration described in Section 2.7(a)(ii)(x) of the APA shall be paid directly to the First Lien Agent in accordance with Section 2.9(c) of the APA, and (c) an amount equal to the amounts listed in Section 2.7(a)(ii)(z) of the APA less the GUC Cash Payment shall be paid directly to the Second Lien Agent, (d) the GUC Cash Payment shall be paid to the GUC Trust, and (e) the Wind-Down Amount shall be paid to the Debtors.

Plan Support

The Parties covenant that they will make all reasonable efforts to confirm a Plan consistent with this Settlement Agreement, and will not propose and/or support any plan of liquidation that deviates materially

from the terms of this Settlement; *provided*, *however*, that this provision shall not be construed to prevent the Committee from reviewing, commenting on, or otherwise negotiating the terms of the Plan in a manner customary for an official committee of unsecured creditors and consistent with this Settlement.

The Parties agree to support a Plan containing customary release and exculpation provisions for the Debtors and the Committee, and their respective professionals, subject to an appropriate carve-out to fully preserve the claims set forth in the Committee Adversary Proceeding (other than claims released and settled pursuant to this Settlement Agreement) and "opt-out" third-party releases in favor of the Released Parties (including, without limitation, Anthony DiNello, Frederic Brace, and Robert Peiser) (the "**Third-Party Releases**"). The Plan shall, among other things, provide that:

(a) Parties voting in favor of the Plan shall be deemed to have granted the Third-Party Release and shall have no option to opt-out of such Third-Party Release;

(b) Parties who vote to reject the Plan, or abstain from voting on the Plan, and who do not affirmatively opt-out of the Third-Party Release, shall be deemed to have granted the Third Party Release.

The Parties further agree to support a Plan containing a provision that would require any General Unsecured Creditor who receives a distribution from the GUC Cash Payment, and if such creditor initiates a lawsuit in its individual capacity against any of the Released Parties, to (a) refund any such distribution to the Second Lien Agent (the "**Disgorgement Right**"), and (b) waive its right to any further distributions.

The Committee agrees that it shall affirmatively support acceptance and confirmation of a Plan consistent with this Settlement Agreement and, in furtherance thereof, shall transmit to general unsecured creditors a customary committee letter urging General Unsecured Creditors to accept the Plan.

No Committee Professional shall represent any party in connection with any claim, action, or proceeding against the any Released Party arising from or related in any manner to the transactions and occurrences underlying the Committee's Claims and/or the Committee Sale Objection or the claims released pursuant to this Settlement Agreement; the Released Party's business dealing with the Debtors, WorkflowOne, Workflow Management, Inc., or any of their respective affiliates, predecessors, or successors; or the Chapter 11 Cases.

Professional Fee Matters	The Parties agree to the following with respect to professional fee and retention matters:

(a) The Silver Point Entities shall promptly file a notice withdrawing any outstanding objections to fee statements or applications of the Committee Professionals or the Debtors. The Silver Point Entities shall further refrain from objecting to any now pending or subsequently filed fee statements or applications of the Committee Professionals or the Debtors.

(b) Notwithstanding anything to the contrary in the DIP Financing Order, the Parties waive any right to seek section 506(c) relief in these Chapter 11 Cases.

(c) The Silver Point Entities shall not oppose a motion for reconsideration filed by Jefferies LLC seeking approval of a transaction fee not in excess of $1 million pursuant to section 328(a) of the Bankruptcy Code.

(d) The engagement of Jefferies LLC shall terminate on the Closing Date.

(e) Zolfo Cooper agrees that its fees and expenses from and after June 30, 2015 shall be limited to $50,000 per month; *provided*, *however*, that Zolfo Cooper shall be permitted to carry forward the unused portion of any month's $50,000 allocation to the next month.

(f) From and after the Closing, any fees and expenses of Committee Professionals shall, to the extent such fees and expenses relate to work performed for the GUC Trust, including without limitation work performed to pursue the Committee Adversary Proceeding, be the responsibility of the GUC Trust, but not payable from the GUC Cash Payment, and not of the Debtors.

(g) The Committee shall promptly file a notice withdrawing any outstanding objections to the fee statements or applications of the Debtors' Professionals.

(h) The Committee and the Debtors shall not object to any reimbursement of fees and expenses of the professional advisors of Term DIP Agent, First Lien Agent, and Second Lien Agent.

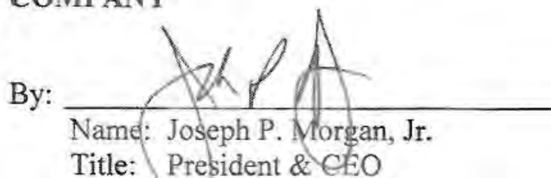
(i) The Committee Professionals agree that they shall not

represent any person or entity in prosecuting any claim against any Released Party relating in any manner to the transactions and occurrences underlying the Committee's Claims and/or the Committee Sale Objection or the claims released pursuant to this Settlement Agreement, the Released Party's business dealing with the Debtors or the Chapter 11 Cases.

Deficiency Claims	The Silver Point Entities, including the Second Lien Agent, hereby waive any right to receive a distribution or payment of any kind on account of any unsecured deficiency claim arising under or related to the Second Lien Term Loan Facility; *provided*, *however*, that this waiver shall not waive the Silver Point Entities' right to vote on a Plan.

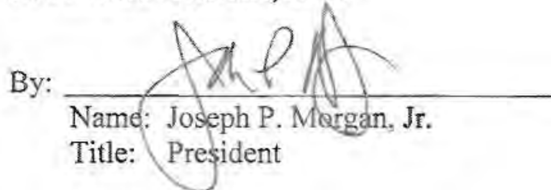
IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized, where applicable.

THE STANDARD REGISTER COMPANY



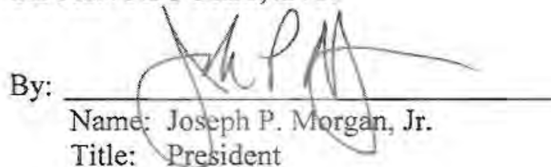
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President & CEO

STANDARD REGISTER INTERNATIONAL, INC.



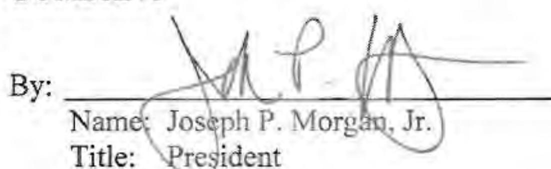
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER TECHNOLOGIES, INC.



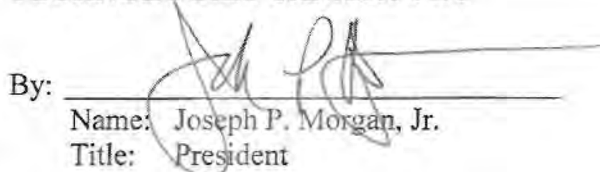
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER HOLDING COMPANY



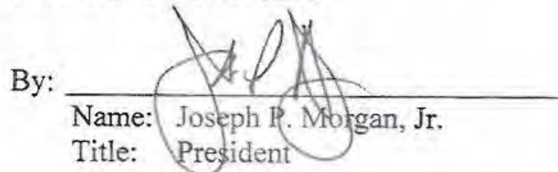
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER TECHNOLOGIES CANADA ULC



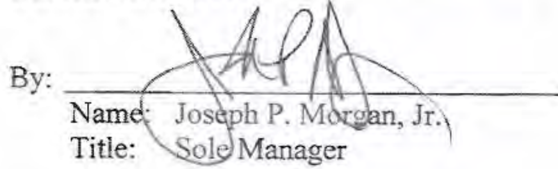
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER MEXICO HOLDING COMPANY



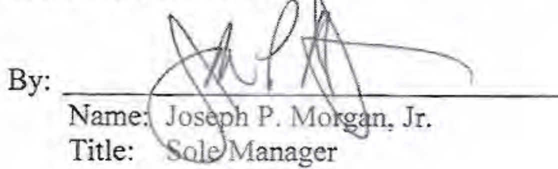
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER HOLDING, S. DE R.L. DE C.V.



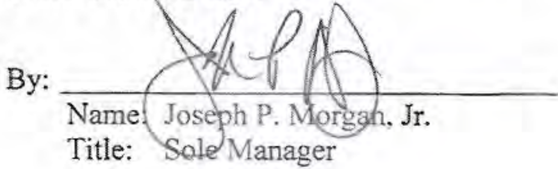
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: Sole Manager

STANDARD REGISTER SERVICIOS, S. DE R.L. DE C.V.



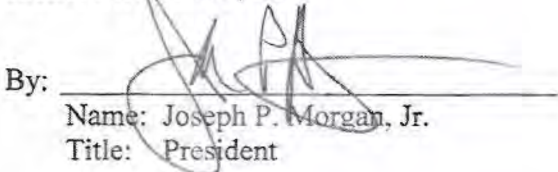
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: Sole Manager

STANDARD REGISTER DE MEXICO, S. DE R.L. DE C.V.



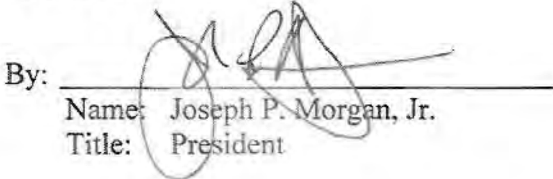
By: ______________________
Name: Joseph P. Morgan, Jr.
Title: Sole Manager

IMEDCONSENT, LLC



By: ______________________
Name: Joseph P. Morgan, Jr.
Title: President

STANDARD REGISTER OF PUERTO RICO INC.

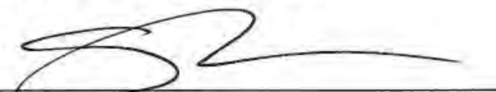


By: ______________________________
Name: Joseph P. Morgan, Jr.
Title: President

SILVER POINT FINANCE, LLC

By: ______________________________
Name: Michael A. Gatto
Title: Authorized Signatory

OFFICIAL COMMITTEE OF UNSECURED CREDITORS



By: ______________________________
Sharon L. Levine
Lowenstein Sandler LLP, solely in its capacity as counsel to the Official Committee of Unsecured Creditors and not in its individual capacity

EXHIBIT A
SHARING PAYMENTS

Tranche	Second Lien Recovery	Distribution to Second Lien Lenders[5]	Sharing Payment as Percent of Second Lien Recovery Within Such Tranche
A	0%-19.9%	100%	0%
B	20%-49.9%	95%	5%
C	50%-69.9%	70%	30%
D	70%-89.9%	60%	40%
E	90%-par plus accrued interest	50%	50%

For illustrative purposes only, if the Second Lien Lenders were to receive a Second Lien Recovery of 40%, the total Sharing Payment would be 1.01% of the distributions to the Second Lien Lenders (19.9% x 0% + 20.1% x 5% = 1.01%).

---

[5] Net of Sharing Payments.

EXHIBIT B
LIFE INSURANCE POLICIES

Corporate Owned Life Insurance Policy (Case No. CVL106)
Corporate Owned Life Insurance Policy (Case No. CFL175)
Life Insurance Policy with Grupo Nacional Provincial, owned by Standard Register Servicios S. de R.L. de C.V.