

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
<i>In re</i>	: Chapter 11
	:
Truvo USA LLC, <i>et al.</i>	: Case No. 10-13513 (AJG)
	:
Debtors.	: Jointly Administered
	:
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**SECOND AMENDED JOINT PLAN OF REORGANIZATION
OF TRUVO USA LLC, *ET AL.*, DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

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PLAN EXHIBITS

Exhibit A	Purchase Agreement
Exhibit B	Agents Conditions Precedent
Exhibit C	Executory Contracts and Unexpired Leases Assumed by the Debtors
Exhibit D	Executory Contracts and Unexpired Leases Rejected by the Debtors
Exhibit E	Warrants Terms and Conditions
Exhibit F	Instructions

PLAN SUPPLEMENT EXHIBITS

Exhibit A	Amended Certificate of Incorporation of Reorganized Truvo
Exhibit B	Equityco Charter
Exhibit C	Funds Flow Agreement
Exhibit D	Holdco Charter
Exhibit E	New Intercreditor Agreement
Exhibit F	New PIK Agreement
Exhibit G	New Senior Credit Agreement (including the New RCF)
Exhibit H	PIKco Charter
Exhibit I	Shareholders' Agreement
Exhibit J	TAC Purchase Agreement
Exhibit K	New Indemnity
Exhibit L	Management Incentive Plan
Exhibit M	Form of Debt Acknowledgement Obligation

INTRODUCTION

Truvo Parent Corp. (“Truvo Parent”), Truvo Intermediate LLC (“PIK Borrower”), Truvo Subsidiary Corp., (“HY Notes Issuer”), Truvo Acquisition Corp. (“TAC”), Truvo USA LLC (“TUSA”, and together with Truvo Parent, PIK Borrower, HY Notes Issuer, and TAC, the “Debtors”) propose this joint plan of reorganization for the resolution of the outstanding Claims against and Equity Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of this Plan and certain related matters including, among other things, certain tax matters related to the Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Bankruptcy Rule 3019, the Plan Support Agreement and the Plan Settlement Agreement, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this Plan shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

8.375% HY Notes means \$200,000,000.00 in principal amount of 8.375% senior notes due in 2014, issued by the HY Notes Issuer.

8.50% HY Notes means €395,000,000.00 in principal amount of 8.50% senior notes due 2014, issued by the HY Notes Issuer.

Accept means, with respect to the acceptance of the Plan by a Class of Claims, votes in favor of the Plan (or deemed acceptance of the Plan pursuant to an order of the Bankruptcy Court or the applicable provisions of the Bankruptcy Code) by the requisite number and principal amount of Allowed Claims in such Class as set forth in section 1126(c) of the Bankruptcy Code.

Acceptance Notice means an acceptance notice in the form attached to the Warrants Terms and Conditions as Annex 1 thereto, including relevant securities account excerpts or other reasonable evidence satisfactory to the Disbursing Agent to establish the Holder’s entitlement to a Pro Rata Share of the Junior Creditor Holdco Warrants, and (without prejudice to the TAC representation powers set forth in Section 5.7 hereof) delegating the powers to any two directors of Holdco to receive any such Junior Creditor Holdco Warrants upon issuance and transfer these on behalf of such Holder to Equityco in exchange for a Pro Rata Share of the Junior Creditor Equityco Warrants.

Accession Deed has the meaning set forth in the Intercreditor Agreement.

Additional Cash Allocation means Cash in the aggregate amount of \$250,000 (or such greater amount as may be approved by the Majority Supporting Senior Lenders in their sole

discretion), to be shared ratably by the Holders of Allowed Claims in Classes 1A, 1B, 2A, 2B, 3A, and 3B, to the extent set forth in Article III of this Plan.

Administrative Expense Claim means any Claim for costs and expenses of administration of the Chapter 11 Case that is Allowed under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Debtors' Estates and operating the businesses of the Debtors prior to the Effective Date; (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 327, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; and (c) all fees and expenses of the professionals and advisors required to be paid by the Debtors under the Plan Support Agreement.

Administrative Expense Claims Bar Date means the Business Day that is thirty (30) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

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

Agents Conditions Precedent means, collectively, the conditions to certain of the Security Agent's and Senior Agent's obligations, attached hereto as Exhibit B to the Plan.

Allowed means, with reference to any Claim, or any portion thereof, that is not a Disputed Claim and (a) that has been listed by the Debtors in the Schedules as liquidated in amount and not disputed, contingent or undetermined, and with respect to which no contrary proof of claim has been Filed, (b) any Claim specifically allowed under this Plan, (c) any Claim the amount or existence of which has been determined or allowed by a Final Order or (d) any Claim as to which a proof of claim has been timely Filed before the Bar Date in a liquidated amount; provided, further that any such Claims allowed solely for the purpose of voting to Accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" for the purpose of distributions hereunder.

Amended Certificate of Incorporation of Reorganized Truvo means the amended certificate of incorporation of Reorganized Truvo, substantially in the form attached as Exhibit A to the Plan Supplement.

Assumed Contracts means each of those contracts listed on Exhibit C.

Avoidance and Other Actions means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under sections 510 and 542-553 of the Bankruptcy Code.

Ballot means each of the ballot forms distributed to each Holder of an Impaired Claim that is entitled to vote to Accept or reject this Plan and on which the Holder is to indicate, among other things, acceptance or rejection of this Plan.

Bankruptcy Code means title 11 of the United States Code, as now in effect or hereafter amended so as to be applicable in these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of New York, or any other court with jurisdiction over these Chapter 11 Cases.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

Bar Date means any deadline established by the Bankruptcy Court or the Bankruptcy Code for Filing proofs of Claim in these Chapter 11 Cases.

Belgian Companies Code means the Belgian *Code des Sociétés / Wetboek van vennootschappen* of May 7, 1999, as subsequently amended from time to time.

Business Day means a day, other than a Saturday or Sunday, on which banks are open for business in London, New York and Brussels.

Cash means euro (including Euro Equivalent), U.S. dollar (including U.S. Dollar Equivalent), and/or pound sterling, as applicable.

Cash Collateral Order means the Final Order (A) Authorizing the Use of Cash Collateral, and (B) Granting Adequate Protection to the Prepetition Secured Lenders, entered by the Bankruptcy Court on July 22, 2010 as Docket No. 93.

Cash Purchase Price means €600,000,000.00, as set forth in the Purchase Agreement.

Causes of Action means, without limitation, any and all Claims, causes of action, demands, rights, actions, suits, damages, injuries, remedies, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, known, unknown, accrued or to accrue, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity, or under any other theory of law, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, including, without limitation, the Avoidance and Other Actions.

Chapter 11 Cases means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

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

Claims Register means the official register of Claims against, and Equity Interests in, the Debtors, maintained by Kurtzman Carson Consultants LLC, the Debtors’ claims agent.

Class means a category of Holders of Claims against or Equity Interests in the Debtors, as described in Article II hereof.

Clearstream means Clearstream Banking, *société anonyme*.

CoComm means, collectively, Alcentra Limited (acting as investment manager on behalf of certain lenders), Allied Irish Banks, p.l.c., Avoca Capital Holdings (acting as investment manager on behalf of certain funds), and Harbourmaster Capital Management Limited (acting as investment manager or advisor on behalf of certain funds) each as appointed (and only for so long as it remains) as a member of an ad hoc committee of Senior Lenders appointed in accordance with an appointment letter dated October, 27, 2009 (as amended and supplemented from time to time), or any other party that becomes (and only for so long as it remains) a member in accordance with such letter, and such members being subsequently appointed by certain Senior Lenders to become a coordinating committee of Senior Lenders.

Collected Tax Refund has the meaning set forth in Section 5.6(b)(viii) of this Plan.

Committee Confirmation Objection Deadline has the meaning set forth in Section 7.4 of this Plan.

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

Confirmation Hearing means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Objection Deadline has the meaning set forth in Section 7.4 of this Plan.

Confirmation Order means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

Convenience Claim means a General Unsecured Claim in the aggregate amount of \$30,000 or less; provided, however, a Holder of an Allowed General Unsecured Claim that exceeds \$30,000 may elect to reduce its claim to \$30,000 and be treated as a Holder of a Convenience Claim by marking the appropriate box on its Ballot, in which case such Holder shall be entitled to receive a Cash distribution of \$30,000 on or as soon as reasonably practicable after the Effective Date and shall waive and release the amount of such General Unsecured Claim in excess of \$30,000.

Creditor means “creditor” as defined in section 101(10) of the Bankruptcy Code.

Creditors’ Committee means the official committee of unsecured creditors of the Debtors appointed by the United States Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, if any.

Daylight Facility means that short-term financing facility in accordance with the Daylight Facility Agreement.

Daylight Facility Agreement means that certain agreement among, *inter alia*, Newco and the Daylight Funders, for the purpose of funding Newco's purchase of the Equity Interests that are the subject of the TUSA Sale. A commitment letter with respect to the Daylight Facility Agreement will be filed with the Bankruptcy Court prior to the Confirmation Hearing.

Daylight Funders means one or more lenders who are party to the Daylight Facility Agreement.

Debt Acknowledgement Obligation has the meaning set forth in Section 5.3(e)(ii) of this Plan, the form of which is attached as Exhibit M to the Plan Supplement.

Debtors has the meaning set forth in the preamble of this Plan.

Disbursing Agent means Reorganized Truvo or any person designated by Reorganized Truvo to serve as disbursing agent under this Plan.

Disclosure Statement means the written disclosure statement that relates to this Plan and is approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code as such disclosure statement may be amended, modified or supplemented (and all exhibits and schedules annexed thereto or referred to therein) and that is prepared and distributed in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3018.

Disputed Claim means a Claim, or any portion thereof, that (i) has not been Scheduled by the Debtors or has been Scheduled at zero, or has been Scheduled as contingent, unliquidated, disputed or undetermined and for which no proof of claim has been timely Filed with the Bankruptcy Court, (ii) is in excess of the amount Scheduled as other than disputed, contingent or unliquidated, (iii) is the subject of an objection or request for estimation Filed in the Bankruptcy Court and which objection or request for estimation has not been withdrawn or overruled by a Final Order of the Bankruptcy Court, (iv) is a Statutory Subordinated Claim and/or (v) is otherwise disputed by the Debtors in accordance with applicable law, which dispute has not been withdrawn, resolved or overruled by Final Order.

Distribution Record Date means the date for determining which Holders of Allowed Claims, are eligible to receive distributions hereunder, which shall be, (I) with respect to distributions on all Allowed Claims other than HY Notes Claims, (a) one (1) Business Day after the entry of the Confirmation Order, or (b) in the case of the Holders of Senior Debt Claims, the day immediately preceding the Effective Date, (II) with respect to all distributions on Allowed HY Notes Claims (including, without limitation, cash payment on account of the HY Noteholder Tax Refund Allocation), the Effective Date, or (III) such other date as designated in a Bankruptcy Court order.

DTC means The Depository Trust Company.

Dutch Reorganization has the meaning set forth in Section 5.6(b)(v) of this Plan.

Effective Date means the date of substantial consummation of the Plan, which shall be the first Business Day upon which all conditions precedent to the effectiveness of the Plan, specified in Section 9.3 hereof, are satisfied or waived in accordance with the Plan.

Election means the exercise of an election by a Senior Lender pursuant to the Plan, which election shall be made in each such Senior Lender's discretion, to receive the Senior Lender Equity Distribution in the form of its pro rata share of the Equityco Distribution and/or its pro rata share of the PIKco Distribution, and which election shall be made by such Senior Lender through its Ballot; provided that if the Elections by Senior Lenders cause the PIKco Subscription Limit to be exceeded, then each such Senior Lender will receive its pro rata share (based on those Senior Lenders electing the PIKco Distribution) of the PIKco Distribution, and its pro rata share of the Equityco Distribution in respect of the remainder of its Allowed Senior Debt Claims; provided further that if the Elections by the Senior Lenders cause the PIKco Subscription Limit to be exceeded, then each Senior Lender that elected the PIKco Distribution will have the option, to be made in each such Senior Lender's discretion, to change its election to reduce its PIKco Distribution up to (but not including) the date of the Confirmation Hearing; and provided further that if a Senior Lender fails to exercise its election through its Ballot, such Senior Lender shall be deemed to have elected to receive its Senior Lender Equity Distribution exclusively in the form of the Equityco Distribution. No later than two Business Days after the Voting Deadline, the Debtors will inform the CoComm and the Elliott Lender of the amount of Allowed Senior Debt Claims that have elected to receive a pro rata share of the PIKco Distribution.

Elliott Lender means Elliott International, L.P., Elliott Associates, L.P., Springfield Associates, LLC, Kensington International Limited, Cherras Investments S.à r.l. and Millar Investments S.à r.l.

Enforcement Action has the meaning set forth in the Intercreditor Agreement.

Entity means an "entity" as defined in section 101(15) of the Bankruptcy Code.

Equity Interest means the legal, equitable, contractual and other rights of a holder of any ownership interest in another Person, including, without limitation, the rights of any Person or Entity to purchase or demand the issuance of such interest and shall include: (i) conversion, exchange, voting, participation and dividend rights; (ii) liquidation preferences; (iii) options, warrants and put rights; and (iv) share-appreciation rights.

Equityco means Talon Equityco NV, a new Belgian entity to be incorporated by Truvo Belgium and Truvo Services & Technology in the form of a "*naamloze vennootschap*," which entity will directly hold at least 53.45% of the Holdco Ordinary Shares.

Equityco Charter means the charter of Equityco to be adopted on the Effective Date, substantially in the form attached as Exhibit B to the Plan Supplement.

Equityco Ordinary Shares means the ordinary shares of Equityco to be issued pursuant to the Plan on the Effective Date (excluding, for the avoidance of doubt, Equity Interests of Truvo Belgium and Truvo Services & Technology acquired prior to the Effective Date upon incorporation of Equityco).

Equityco Distribution means direct ownership of 100% of the Equityco Ordinary Shares, including the MIP Equityco Ordinary Shares (for transfer to MIPco pursuant to the Management Incentive Plan).

Equityco Warrants means, collectively, the MIP Equityco Warrants and, provided that the Requisite Junior Classes have voted to Accept the Plan, the Junior Creditor Equityco Warrants.

Estate(s) means the estate(s) of the Debtor(s) created under section 541 of the Bankruptcy Code.

Euro Equivalent means, with respect a distribution on or after the Effective Date, the amount of euro obtained by converting U.S. dollars into euro at the spot rate for the purchase of euro with U.S. dollars as published in the paper copy of the Financial Times in the “Currency Rates” section (or, if the Financial Times is no longer published, or if such information is no longer available in the Financial Times, such sources as may be selected in good faith by the Reorganized Truvo Group) one day before the date of such distribution.

Euroclear means Euroclear Bank SA/NV.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Exhibit means an exhibit annexed to this Plan.

Existing X/N Notes means TUSA’s intercompany receivable against Truvo Belgium in the principal amount of €388.76 million related to a portion of the HY Notes proceeds TUSA provided to Truvo Belgium and represented by 8.50% unsecured bonds due 2014 issued on December 6, 2004 and cleared in the clearing system operated by the NBB.

Facility 1 has the meaning set forth in the Senior Facility Agreement.

Facility 1 Debt Distribution means that Senior Lender Debt Distribution, calculated as follows: for every €1 of Allowed Senior Debt Claims arising under Facility 1, (x) approximately €0.450 of the Senior Belgian Tranche and (y) approximately €0.129 of the Second Lien Belgian Tranche.

Facility 2 has the meaning set forth in the Senior Facility Agreement.

Facility 2 Debt Distribution means that Senior Lender Debt Distribution, calculated as follows: for every €1 of Allowed Senior Debt Claims arising under Facility 2, (x) approximately €0.450 of the Senior Dutch Tranche and (y) approximately €0.129 of the Second Lien Dutch Tranche.

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

Final Order means an order of the Bankruptcy Court or other court of competent jurisdiction entered on the docket of such court that has not been vacated, reversed, stayed, modified or amended and as to which the time to appeal, petition for certiorari, seek to review or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or review or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari or review, reargue or rehear shall have been waived in

writing in form and substance satisfactory to the Debtors or the Reorganized Truvo Group, or, in the event that an appeal, writ of certiorari or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or certiorari or review, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or review or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order shall not preclude such order from being a Final Order.

Financial Restructuring means the financial restructuring of the obligations of certain of the members of Truvo Group pursuant to the Restructuring Documents.

Fully Diluted Holdco Shares means the fully diluted ordinary shares of Holdco calculated as of the end of the Effective Date assuming (i) the issuance and exercise of the MIP Holdco Warrants, and (ii) if the Requisite Junior Creditor Classes have voted to Accept the Plan, the issuance and exercise of the maximum number of Junior Creditor Holdco Warrants that may be issued as set forth in the Warrants Terms and Conditions.

Funds Flow Agreement means an agreement entered into between Newco, the Daylight Funders, the Senior Agent, TAC and/or other parties, which regulates the funding and payment of the Cash Purchase Price, attached as Exhibit C to the Plan Supplement.

General Unsecured Claim means any Claim against any of the Debtors that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, Senior Debt Claim, HY Notes Claim, PIK Debt Claim or Statutory Subordinated Claim.

Group has the meaning set forth in the Intercreditor Agreement.

GUC Cash Allocation means Cash in the aggregate amount of \$250,000.

High Yield Notes Guarantee Debt has the meaning set forth in the Intercreditor Agreement.

Holdco means Talon Holdco NV, a new Belgian entity to be incorporated by Truvo Belgium and Truvo Services & Technology in the form of a “*naamloze vennootschap*,” which entity will directly hold 100% of the Newco Ordinary Shares pursuant to the transactions set forth in Section 5.3(e) of this Plan.

Holdco Charter means the charter of Holdco to be adopted on the Effective Date, substantially in the form attached as Exhibit D to the Plan Supplement.

Holdco Ordinary Shares means the ordinary shares of Holdco to be issued pursuant to the Plan on the Effective Date (excluding, for the avoidance of doubt, Equity Interests of Truvo Belgium and Truvo Services & Technology acquired prior to the Effective Date upon incorporation of Holdco).

Holdco Warrant Strike Price means the strike price of one Holdco Warrant.

Holdco Warrants means, collectively, the MIP Holdco Warrants and, provided that the Requisite Junior Classes have voted to Accept the Plan, the Junior Creditor Holdco Warrants.

Holder means a Person or an Entity holding a Claim or Equity Interest and, with respect to Senior Debt Claims, HY Notes Claims and PIK Debt Claims, the beneficial holder as of the applicable date of determination or any authorized agent of such Person or Entity who has completed and executed a Ballot or on whose behalf a Master Ballot has been completed and executed in accordance with the voting instructions that are attached to the Ballot or Master Ballot, as applicable.

HY Finance Documents means the HY Indenture and the other High Yield Notes Finance Documents (as defined in the Intercreditor Agreement).

HY Guarantees means the guarantees provided by the HY Guarantors of the obligations of the HY Notes Issuer under the HY Notes and the HY Indenture.

HY Guarantors means, collectively, TAC, TUSA, PIK Borrower, Truvo Belgium, Truvo Services & Technology and Truvo Corporate CVBA.

HY Indenture means that certain Indenture, dated as of December 7, 2004, among, *inter alia*, HY Notes Issuer and the HY Indenture Trustee (as amended, supplemented and/or restated from time to time).

HY Indenture Trustee means The Bank of New York, as the indenture trustee under the HY Indenture, and its successors and assigns.

HY Noteholder Cash Distribution means Cash in the aggregate amount of €20,000,000.

HY Noteholder Classes means Classes 2D, 3D, 4D, and 5D under the Plan.

HY Noteholder Tax Refund Allocation means Cash in the aggregate amount of 7.5% of the Collected Tax Refund to be distributed in accordance with Section 3.5(d)(ii)(a) and Section 5.6(b)(viii) of this Plan.

HY Noteholder Warrants means Junior Creditor Equityco Warrants entitling the HY Noteholders to subscribe to shares in Equityco in an aggregate amount indirectly representing 20% of the Fully Diluted Holdco Shares.

HY Noteholders means the Holders of the HY Notes from time to time.

HY Notes means, collectively, the 8.50% HY Notes and the 8.375% HY Notes.

HY Notes Claim means any Claim, Lien, right or interest of the HY Noteholders against the Debtors or Non-Debtor Subsidiaries arising under, related to, or in connection with the HY Indenture, HY Finance Documents, the Intercreditor Agreement or related agreements or

documentation, including, without limitation, the HY Notes, HY Guarantees and the Liens granted in respect of the foregoing.

HY Notes Issuer has the meaning set forth in the preamble of this Plan.

Impaired means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

Initial Distribution Date means the date as determined by Reorganized Truvo upon which the initial distributions of property under this Plan will be made to Holders of Allowed Claims, which date shall be as soon as practicable, but in no event more than ten (10) Business Days, after the Effective Date unless otherwise extended by order of the Bankruptcy Court.

Instructions means, collectively, the instructions attached as Exhibit F hereto and the instructions set forth in Section 6 of the Plan Support Agreement, which shall be given to the Senior Agent or Security Agent, as applicable, by the Majority Lenders on their Ballots Accepting the Plan or otherwise in accordance with the Senior Facility Agreement.

Intercompany Claim means any Claim against any Debtor by any other Debtor or Non-Debtor Subsidiary whether arising prior to, on or after the Petition Date.

Intercompany Equity Interest means any Equity Interest in any Debtor owned by any other Debtor or by a Non-Debtor Subsidiary.

Intercreditor Agreement means that certain Intercreditor Agreement, dated as of May 23, 2007, among, *inter alia*, certain of the Truvo Group, the Security Agent, the Senior Agent, the Senior Lenders, the HY Indenture Trustee, PIK Lenders and the PIK Agent (as amended, supplemented and/or restated from time to time).

Junior Creditor Equityco Warrants means 5-year warrants to be issued by Equityco to the HY Noteholders and PIK Lenders on or after the Effective Date in exchange for the Junior Creditor Holdco Warrants (subject to and in accordance with this Plan and the Warrants Terms and Conditions) entitling the holders to subscribe to shares in Equityco in an aggregate amount indirectly representing 21% of the Fully Diluted Holdco Shares. Each Junior Creditor Equityco Warrant shall give the holder thereof the right to subscribe to one share of Equityco. The strike price for any such Junior Creditor Equityco Warrant shall, subject to anti-dilution provisions set forth in the Warrants Terms and Conditions, be calculated in accordance with the following formula:

$$e = E * N / n$$

where

e = the strike price of one Equityco Warrant;

E = the Holdco Warrant Strike Price;

N = the aggregate number of Holdco Warrants issued; and

n = the aggregate number of Equityco Warrants issued.

Junior Creditor Holdco Warrants means 5-year warrants to be issued by Holdco to the HY Noteholders and the PIK Lenders on or after the Effective Date (subject to and in accordance with this Plan and the Warrants Terms and Conditions), and which will be exchanged for Junior Creditor Equityco Warrants pursuant to the transactions set forth in Section 5.3(e) of this Plan or as otherwise provided in the Warrants Terms and Conditions, entitling the holders to subscribe to shares in Holdco in an aggregate amount corresponding to 21% of the Fully Diluted Holdco Shares. Each Junior Creditor Holdco Warrant shall give the holder thereof the right to subscribe to one share of Holdco. The Holdco Warrant Strike Price shall, subject to anti-dilution provisions set forth in the Warrants Terms and Conditions, be calculated in accordance with the following formula:

$$E = V / N$$

where

E = the Holdco Warrant Strike Price;

V = €150,000,000; and

N = the number of issued ordinary shares in Holdco at the end of the Effective Date.

Lien has the meaning set forth in 11 U.S.C. § 101(37).

Litigation Claim means any Claim, right of action, suit or proceeding, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors.

Majority Lenders has the meaning set forth in the Senior Facility Agreement.

Majority Supporting Senior Lenders means those Supporting Senior Lenders holding more than 66 2/3% in principal amount of Senior Loans owned by the Supporting Senior Lenders at such time.

Management Incentive Plan means that certain management incentive plan, attached as Exhibit L to the Plan Supplement.

Manco means a new entity to be incorporated by certain members of management of the Truvo Group, which entity will acquire the MIP Equityco Ordinary Shares and MIPco Call Options on the Effective Date pursuant to the Management Incentive Plan.

Mandatory Transfer Certificate means a Transfer Certificate executed by a Senior Lender transferring to Newco all of its rights and obligations under the Senior Finance Documents as a Senior Lender, effective as of the Effective Date.

Master Ballot means the ballot distributed to holders of record of the HY Notes Claims to record the votes of the beneficial holders of HY Notes Claims, as of the Voting Record Date.

MIP Equityco Ordinary Shares means a portion of the Equityco Ordinary Shares in an aggregate amount indirectly representing 5% of the Holdco Ordinary Shares at the end of the Effective Date, which shall be transferred by the Senior Lenders to MIPco (and subsequently

transferred by MIPco to Manco) on the Effective Date pursuant to the Plan and the Management Incentive Plan.

MIP Equityco Warrants means 5-year warrants to be issued by Equityco on the Effective Date in exchange for the MIP Holdco Warrants (subject to and in accordance with this Plan and the Management Incentive Plan), initially to the Senior Lenders for transfer to MIPco pursuant to the Management Incentive Plan, entitling the holders thereof to subscribe to shares in Equityco in an aggregate amount indirectly representing 5% of the Fully Diluted Holdco Shares. Each MIP Equityco Warrant shall give the holder thereof the right to subscribe to one share of Equityco. The strike price for any such MIP Equityco Warrant shall be equal to the strike price for one Junior Creditor Equityco Warrant.

MIP Holdco Warrants means 5-year warrants to be issued by Holdco to the Senior Lenders on the Effective Date (subject to and in accordance with this Plan and the Management Incentive Plan), and which will be exchanged for MIP Equityco Warrants pursuant to the transactions set forth in Section 5.3(e) of this Plan or as otherwise provided in the Warrants Terms and Conditions, in an aggregate amount corresponding to 5% of the Fully Diluted Holdco Shares. Each MIP Holdco Warrant shall give the holder thereof the right to subscribe to one share of Holdco. The strike price for any such MIP Holdco Warrant shall be equal to the Holdco Warrant Strike Price.

MIPco means an entity to be established for the purpose of managing certain aspects of the Management Incentive Plan, which entity will (1) receive the MIP Equityco Ordinary Shares from the Senior Lenders and subsequently transfer such shares to Manco on the Effective Date, (2) receive MIP Equityco Warrants from the Senior Lenders on the Effective Date, and (3) issue MIPco Call Options to Manco, in each case pursuant to the Plan and the Management Incentive Plan.

MIPco Call Options means 10-year call options to be issued by MIPco to Manco (subject to and in accordance with this Plan and the Management Incentive Plan), which will entitle the holders thereof to shares in Equityco in an aggregate amount indirectly representing 5% of the Fully Diluted Holdco Shares. The strike price for any such MIPco Call Option shall be equal to the strike price of one Junior Creditor Equityco Warrant.

NBB means the National Bank of Belgium.

New Bank Debt means the New Senior Bank Debt and the New Second Lien Bank Debt.

New Indemnity means a new indemnity effective on the Effective Date by the borrowers and guarantors under the New Senior Credit Agreement in favor of the Security Agent and Senior Agent in the form attached as Exhibit K to the Plan Supplement.

New Intercreditor Agreement means that certain agreement, effective on the Effective Date, by and between, *inter alia*, certain of the members of the Reorganized Trufo Group, the agent and lenders under the New Senior Credit Agreement, attached as Exhibit E to the Plan Supplement.

New Ordinary Shares means, collectively, the Equityco Ordinary Shares and the PIKco Ordinary Shares.

New PIK Agreement means the subscription agreement (including the terms and conditions of the New PIK Debt Notes), effective on the Effective Date, with PIKco as issuer, attached as Exhibit F to the Plan Supplement.

New PIK Debt means new debt issued by PIKco in a principal amount of up to €150,000,000 in the aggregate. The amount of the New PIK Debt shall be equal to approximately €0.193 for every €1 of Allowed Senior Debt Claims held by Senior Lenders that elect the PIKco Distribution, provided that if the PIKco Subscription Limit is reached, the amount of New PIK Debt will be increased, subject to the €150,000,000 cap, in order to ensure that Senior Lenders choosing PIKco Distribution receive, for every €1 of their existing Allowed Senior Debt Claim, approximately €0.772 in aggregate of Senior Lender Debt Distribution and New PIK Debt distribution. The New PIK Debt shall be embodied within the New PIK Debt Notes.

New PIK Debt Notes has the meaning set forth in Section 5.13 of this Plan.

New RCF means that certain revolving credit or other liquidity facility with an aggregate commitment of €25 million as set out in the New Senior Credit Agreement.

New Second Lien Bank Debt means the Second Lien Belgian Tranche and the Second Lien Dutch Tranche.

New Securities and Documents has the meaning set forth in Section 5.13 of this Plan.

New Senior Bank Debt means the Senior Belgian Tranche and the Senior Dutch Tranche.

New Senior Credit Agreement means that certain agreement governing the New Bank Debt and the New RCF, effective on the Effective Date, attached as Exhibit G to the Plan Supplement, with respect to which the provisions relating to the HY Noteholder Tax Refund Allocation are reasonably satisfactory to the Creditors' Committee.

New Voting Deadline means 4:00 P.M. (New York City time) on October [21,] 2010.

Newco means Truvo NV, an entity formed under the laws of Belgium, registered with the Crossroad Bank for Enterprises under registration number BE 0826.960.632 RPR Antwerpen.

Newco Ordinary Shares means the ordinary shares of Newco to be issued pursuant to the Plan on the Effective Date (excluding, for the avoidance of doubt, Equity Interests of the Truvo Initial Owners acquired prior to the Effective Date upon incorporation of Newco).

Non-Debtor Subsidiary means each of TUSA's direct and indirect subsidiaries and other Affiliates in which TUSA has a direct or indirect equity ownership (including without limitation joint ventures).

Old Equity Interests means all issued, unissued authorized or outstanding shares or stock (including ordinary shares or preferred stock) or Equity Interests of Truvo Parent, including any warrants, options, puts, calls, rights, awards, commitments or contract rights to purchase or acquire any such shares or stock at any time or other contract rights with Truvo Parent in any way related thereto.

Other Priority Claim means any Claim against any Debtor, other than an Administrative Expense Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against any Debtor, other than a Secured Tax Claim, a Senior Debt Claim, or a HY Notes Claim.

Person means any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

Petition Date means July 1, 2010, the date on which the Debtors Filed their petitions for relief commencing the Chapter 11 Cases.

PIK Agent means Wilmington Trust (London) Limited (successor to J.P. Morgan Europe Limited) as Administrative Agent under the PIK Loan Agreement.

PIK Borrower has the meaning set forth in the preamble of this Plan.

PIK Debt Claim means any Claim, Lien, right or interest of the PIK Lenders arising under, related to, or in connection with the PIK Loan Agreement, the Intercreditor Agreement or related agreements or documentation.

PIK Lender Class means Class 2E under the Plan.

PIK Lender Warrants means Junior Creditor Equityco Warrants entitling the PIK Lenders to subscribe to shares in Equityco in an aggregate amount indirectly representing 1% of the Fully Diluted Holdco Shares.

PIK Lenders means the lenders party to the PIK Loan Agreement from time to time.

PIK Loan Agreement means that certain PIK Loan agreement, dated as of May 23, 2007, between, *inter alia*, PIK Borrower, J.P. Morgan plc (as Lead Arranger and Sole Bookrunner), Wilmington Trust (London) Limited (successor to J.P. Morgan Europe Limited as Administrative Agent) and the PIK Lenders.

PIK Loans has the meaning set forth in the PIK Loan Agreement.

PIKco means Talon PIKco NV, a new Belgian entity to be incorporated by Truvo Belgium and Truvo Services & Technology in the form of a “*naamloze vennootschap*,” which entity will directly hold at most 46.55% of the Holdco Ordinary Shares.

PIKco Charter means the charter of PIKco to be adopted on the Effective Date, substantially in the form attached as Exhibit H to the Plan Supplement.

PIKco Ordinary Shares means the ordinary shares of PIKco to be issued pursuant to the Plan on the Effective Date (excluding, for the avoidance of doubt, Equity Interests of Truvo Belgium and Truvo Services & Technology acquired prior to the Effective Date upon incorporation of PIKco).

PIKco Distribution means (i) direct ownership of 100% of the PIKco Ordinary Shares, and (ii) entry into the New PIK Debt.

PIKco Subscription Limit means an Election by 49% of the Allowed Senior Debt Claims to receive the PIKco Distribution.

Plan means this joint chapter 11 plan of reorganization, including the Exhibits and Plan Supplement Exhibits, and all supplements, appendices and schedules thereto, either in its present form or as the same may be altered, amended, modified or otherwise supplemented from time to time.

Plan Securities means, collectively, the Newco Ordinary Shares, Holdco Ordinary Shares, Equityco Ordinary Shares, PIKco Ordinary Shares, Holdco Warrants, Equityco Warrants, MIP Equityco Ordinary Shares, New Bank Debt, and New PIK Debt, it being understood that inclusion of such items in this definition does not constitute an admission or acknowledgement that such items constitute securities under applicable law.

Plan Settlement Agreement means that certain Plan Settlement Agreement, dated as of October 5, 2010, among the Debtors, certain of the Non-Debtor Subsidiaries, the Creditors' Committee, and certain of the Senior Lenders and HY Noteholders that are parties thereto.

Plan Supplement means the compilation of documents and forms of documents specified in the Plan which will be Filed with the Bankruptcy Court no later than two (2) Business Days before the New Voting Deadline.

Plan Supplement Exhibit or Exhibit to the Plan Supplement means an exhibit annexed to the Plan Supplement.

Plan Support Agreement means that certain Plan Support Agreement, dated as of June 29, 2010, among the Debtors, certain of the Non-Debtor Subsidiaries, the Security Agent, the Supporting Senior Lenders, the Senior Agent and the Supporting HY Noteholders that are parties thereto and Filed with the Bankruptcy Court on July 1, 2010 (Docket No. 4, Ex.A).

Priority Tax Claim means any Claim of a governmental unit of a kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, including a Secured Tax Claim.

Pro Rata means, with respect to: (a) an Allowed Senior Debt Claim, the proportion that the principal amount of Senior Loans held by such Senior Lender bears to the aggregate principal amount of all outstanding Senior Loans, provided, for the avoidance of doubt, that each Senior Lender shall be entitled to a single recovery under the Plan on account of its collective Senior Debt Claims against all Debtors; (b) an Allowed HY Notes Claim, the proportion that the principal amount of HY Notes (in U.S. dollars or U.S. Dollar Equivalent) held by such HY Noteholder bears to the sum (in U.S. dollars or U.S. Dollar Equivalent) of the aggregate principal amount of all outstanding HY Notes, provided, for the avoidance of doubt, that each HY Noteholder shall be entitled to a single recovery under the Plan on account of its collective HY Notes Claims against all Debtors; (c) an Allowed PIK Debt Claim, the proportion that the principal amount of PIK Loans held by such PIK Lender bears to the aggregate principal amount of all outstanding PIK Loans; (d) an Allowed General Unsecured Claim, the proportion that such Allowed General Unsecured Claim (in U.S. dollars or U.S. Dollar Equivalent) bears to the aggregate (in U.S. dollars or U.S. Dollar Equivalent) of all Allowed General Unsecured Claims (whether or not in the same Class); and (e) for any other Allowed Claim, the proportion that such Allowed Claim (in U.S. dollars or U.S. Dollar Equivalent) bears to the aggregate (in U.S. dollars or U.S. Dollar Equivalent) of all Allowed Claims in such Class.

Professional means (a) any professional employed in the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

Professional Fees Bar Date means the Business Day which is forty-five (45) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

Professional Fees Claim means an Administrative Expense Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

Purchase Agreement means a purchase agreement substantially in the form attached as Exhibit A hereto, to be entered into on the Effective Date by and between Newco, TAC, TUSA and possible additional signatories.

Registered Equityco Securities has the meaning set forth in Section 5.13 of this Plan.

Registered PIKco Securities has the meaning set forth in Section 5.13 of this Plan.

Reinstated or Reinstatement means, with respect to any Claim, (a) leaving unaltered the legal, equitable and contractual rights to which a Claim entitles the Holder of such Claim so as to leave such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the

maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim arises from any failure to perform a non-monetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Holder of such Claim.

Related Person means, with respect to any Person, such Person's predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and for each of the foregoing, each of their respective members, partners, equity-holders, officers, directors, employees, representatives, advisors, attorneys, notaries (pursuant to the laws of Belgium, the United States, and any other jurisdiction), auditors, agents and professionals, in each case acting in such capacity on or any time after the Petition Date (except those Persons who have, and to the extent they have, expressly provided (in writing) that the Truvo Group or Senior Lenders may rely on any action, agreement or document provided by such Person in connection with the Financial Restructuring), and any Person claiming by or through any of them.

Release has the meaning set forth in Section 5.1(a) of this Plan.

Released Parties means (i) each of the Debtors, Non-Debtor Subsidiaries, and their Affiliates, (ii) each Senior Lender, HY Noteholder and PIK Lender that votes in favor of the Plan, (iii) the Security Agent, the Senior Agent, (iv) the HY Indenture Trustee and the PIK Agent, (v) the CoComm and each of its members, (vi) the Elliot Lender, (vii) the Creditors' Committee and each of its members, (viii) the notaries (pursuant to the laws of Belgium, the United States, and any other jurisdiction) involved in the implementation of the Restructuring Transactions in relation to Equityco, PIKco, Newco and Holdco, (ix) the Daylight Funders and (x) each of their respective Related Persons; provided that "Released Parties" shall include (A) the HY Noteholders and their Related Persons, only in the event that the Class of HY Notes Claims has voted to Accept the Plan, and (B) the PIK Lenders and PIK Agent and their Related Persons, only in the event that the Class of HY Notes Claims and the Class of PIK Debt Claims has each voted to Accept the Plan.

Reorganized Truvo means TAC after the Effective Date.

Reorganized Truvo Group means Equityco, PIKco, Holdco, Newco, Reorganized Truvo and their respective subsidiaries on and after the Effective Date.

Replacement MIP Equityco Warrants means new 5-year warrants to be issued by Equityco to MIPco (subject to and in accordance with the Management Incentive Plan), in exchange for the Replacement MIP Holdco Warrants, upon the expiration of, and on the same economic terms and conditions as, the MIP Equityco Warrants.

Replacement MIP Holdco Warrants means new 5-year warrants to be issued by Holdco to MIPco (subject to and in accordance with the Management Incentive Plan), upon the expiration of, and on the same economic terms and conditions as, the MIP Holdco Warrants. MIPco will subsequently exchange any such Replacement MIP Holdco Warrants with Equityco for Replacement MIP Equityco Warrants.

Requisite Junior Classes means (a) with respect to any distribution to be made to Holders of HY Notes Claims, the HY Noteholder Classes, and (b) with respect to any distribution to be made to Holders of PIK Debt Claims, the HY Noteholder Classes and the PIK Lender Class.

Restructuring Documents means, collectively, this Plan, the Disclosure Statement, Confirmation Order, New Senior Credit Agreement, New PIK Agreement, New Intercreditor Agreement, Purchase Agreement, Daylight Facility Agreement, Funds Flow Agreement, New Indemnity, Shareholders' Agreement, Holdco Charter, Equityco Charter, and PIKco Charter, and all other documents, agreements, and instruments, necessary or desirable to implement or consummate the Financial Restructuring.

Restructuring Transactions has the meaning set forth in Section 5.6 of this Plan.

Scheduled means with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Schedules.

Schedules means the schedules of assets and liabilities and the statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rules, as such schedules have been or may be further modified, amended or supplemented in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

Second Lien Belgian Tranche means the new second lien secured debt in principal amount of €69,304,812.83 with Truvo Belgium as Borrower.

Second Lien Dutch Tranche means the new second lien secured debt in principal amount of €30,695,187.17 with Truvo Services & Technology as Borrower.

Secured Claim means any Claim against any Debtor that is secured by a Lien on property in which a Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

Secured Tax Claim means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

Securities Act means the Securities Act of 1933, as amended.

Security has the meaning set forth in the Intercreditor Agreement.

Security Agent means J.P. Morgan Europe Limited, as Security Agent under the Intercreditor Agreement.

Security Agent Conditions Precedent means each of the conditions precedent to the Security Agent's obligations, as set forth in the Agents Conditions Precedent.

Security Document has the meaning set forth in the Intercreditor Agreement.

Senior Agent means J.P. Morgan Europe Limited, as Agent, under the Senior Facility Agreement.

Senior Agent Conditions Precedent means each of the conditions precedent to the Senior Agent's obligations, as set forth in the Agents Conditions Precedent.

Senior Belgian Tranche means the new senior secured debt in principal amount of €242,566,844.92 with Truvo Belgium as Borrower.

Senior Borrowers means, collectively, Truvo Belgium, Truvo Ireland Holdings B.V. and Truvo Services & Technology.

Senior Debt Claim means any Claim, Lien, right or interest of the Senior Lenders arising under, related to, or in connection with the Senior Facility Agreement, Senior Finance Documents, the Intercreditor Agreement or related agreements or documentation, including, without limitation, the Senior Loans, Senior Guarantee Claims and the Liens granted in respect of the foregoing.

Senior Dutch Tranche means the new senior secured debt in principal amount of €107,433,155.08 with Truvo Services & Technology as Borrower.

Senior Facility Agreement means that certain Senior Facility Agreement, dated as of May 23, 2007, between, *inter alia*, Truvo Belgium, Truvo Ireland Holdings B.V., and Truvo Services & Technology as borrowers, J.P. Morgan plc (as Global Co-ordinator, Arranger, and Bookrunner), J.P. Morgan Europe Limited (as Agent and Security Agent), J.P. Morgan Chase Bank N.A. (as Issuing Bank), and the Senior Lenders (as amended, supplemented and/or restated from time to time).

Senior Finance Documents has the meaning set forth in the Intercreditor Agreement.

Senior Guarantee Claim means any Claim, Lien, right or interest arising under, related to or in connection with the guarantees provided by the Senior Guarantors of the obligations of the Senior Borrowers under the Senior Facility Agreement.

Senior Guarantors means TAC, TUSA and certain of the Non-Debtor Subsidiaries that are "Guarantors" under, and as defined in, the Senior Facility Agreement.

Senior Lender Classes means Classes 3C, 4C and 5C under the Plan.

Senior Lender Debt Distribution means the New Bank Debt initially distributed as debt of Newco and ultimately distributed in the form of the Facility 1 Debt Distribution and the Facility 2 Debt Distribution upon the consummation of the transactions set out in Section 5.3(e) of this Plan.

Senior Lender Equity Distribution means indirect ownership of 100% of Holdco Ordinary Shares, subject to reduction upon transfer of the MIP Equityco Ordinary Shares to MIPco, and which indirect ownership shall be distributed to each Senior Lender in the form of the Equityco Distribution and/or PIKco Distribution, upon the Election of such Senior Lender.

Senior Lenders means, collectively, the lenders party to the Senior Facility Agreement from time to time.

Senior Loans means “Loans” as defined in the Senior Facility Agreement.

Shareholders’ Agreement means that certain agreement attached as Exhibit I to the Plan Supplement, governing the equity rights in PIKco, Equityco, and Holdco, and the governance of the Reorganized Truvo Group.

Statutory Subordinated Claim means any Claim against any Debtor which is subordinated pursuant to section 510(b) or (c) of the Bankruptcy Code.

Substantial Contribution Claim means a Claim by any Professional or Creditor for reasonable compensation for services or reasonable expenses incurred in connection with the Chapter 11 Cases pursuant to sections 503(b)(3)(D) or (b)(4) of the Bankruptcy Code.

Supporting HY Noteholders means those HY Noteholders identified on Schedule II to the Plan Support Agreement.

Supporting Senior Lenders means those Senior Lenders identified on Schedule I to the Plan Support Agreement.

TAC has the meaning set forth in the preamble of this Plan.

TAC Purchase Agreement means that certain TAC Purchase Agreement, dated as of the Effective Date, by and between Newco and HY Notes Issuer, attached as Exhibit J to the Plan Supplement.

TAC Sale means the sale by HY Notes Issuer of and the purchase by Newco of 100% of HY Notes Issuer’s Equity Interests in TAC in accordance with the TAC Purchase Agreement.

Tax Escrow Account means an account of Reorganized Truvo established with The Bank of New York Mellon, London Branch, relating to and for the crediting of the Tax Refund, all in accordance with the New Senior Credit Agreement.

Tax Refund means any cash refund or refunds with respect to any taxes paid by the Reorganized Truvo Group or any of the Debtors prior to the Effective Date as a result of

losses recognized in respect of the Debtors' U.S. federal income tax year 2010, which shall include refunds of U.S. federal income taxes owed with respect to income attributable to any member of the U.S. federal income tax consolidated group of which Truvo Parent was the parent prior to the Effective Date, for the avoidance of doubt including TUSA and TAC.

Total Commitments has the meaning set forth in the Senior Facility Agreement.

Transfer means, with respect to any security or the right to receive a security or to participate in any offering of any security, the sale, transfer, pledge, hypothecation, encumbrance, assignment, constructive sale, participation in or other disposition of such security or right or the beneficial ownership thereof, the offer to make such a sale, transfer, constructive sale or other disposition, and each option, agreement, arrangement or understanding, whether or not in writing and whether or not directly or indirectly, to effect any of the foregoing. The term "constructive sale" for purposes of this definition means (i) a short sale with respect to such security or right, (ii) entering into or acquiring an offsetting derivative contract with respect to such security or right, (iii) entering into or acquiring a futures or forward contract to deliver such security or right or (iv) entering into any transaction that has substantially the same effect as any of the foregoing. The term "beneficially owned" or "beneficial ownership" as used in this definition shall include, with respect to any security or right, the beneficial ownership of such security or right by a Person and by any direct or indirect subsidiary of such Person.

Transfer Certificate has the meaning set forth in the Senior Facility Agreement.

Truvo Belgium means Truvo Belgium Comm. V, a direct subsidiary of TUSA.

Truvo Group means, collectively, the Debtors and the Non-Debtor Subsidiaries.

Truvo Initial Owners means Truvo Belgium and Truvo Corporate CVBA.

Truvo Parent has the meaning set forth in the preamble of this Plan.

Truvo Services & Technology means Truvo Services & Technology B.V.

TUSA has the meaning set forth in the preamble of this Plan.

TUSA Sale means the sale by TAC of and the purchase by Newco of 100% of TAC's Equity Interests in TUSA in accordance with the Purchase Agreement and upon the receipt of any request duly delivered by the Senior Agent (acting on the instructions of the Majority Lenders), in accordance with the Senior Facility Agreement.

TUSA Transferred Intercompany Claims means, collectively, a loan by Truvo Nederland B.V. to TUSA of a face value equal to €1,962,294.41, a loan by Truvo Services & Technology to TUSA of a face value equal to €3,021,596.67, a loan by Truvo Belgium to TUSA of a face value equal to €20,391,320.63, accounts payable from TUSA to Paginas Amarelas S.A. of a face value equal to €1,786.89 and any U.S. tax liabilities of the consolidated U.S. tax group, including any DCL liability, in each case as of May 31, 2010, without inclusion of

accrued unpaid interest. For the avoidance of doubt, the TUSA Transferred Intercompany Claims shall not include any intercompany liabilities owed by TUSA to Truvo Media Holdings LLC and/or Truvo Information Holdings LLC, which shall be discharged pursuant to the Plan on the Effective Date.

Unimpaired means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

U.S. Dollar Equivalent means the amount of U.S. dollars obtained by converting euro into U.S. dollars at the spot rate for the purchase of U.S. dollars with euro as published in the Financial Times in the "Currency Rates" section (or, if the Financial Times is no longer published, or if such information is no longer available in the Financial Times, such sources as may be selected in good faith by the Reorganized Truvo Group) on one of the following dates, as applicable: (i) with respect to an Allowed amount of a Claim or a Pro Rata share of Allowed Claims, the Petition Date; or (ii) with respect to a distribution on or after the Effective Date, one day before the date of such distribution.

Utilisations has the meaning set forth in the Senior Facility Agreement.

Voting Deadline means 4:00 p.m. (New York City time) on October 1, 2010.

Voting Record Date means September 1, 2010.

Warrants Terms and Conditions means that certain document describing the terms and conditions of the Holdco Warrants and Equityco Warrants, which is attached as Exhibit E hereto.

X/N Clearing System means the clearing and settlement system operated by the NBB.

1.2 Exhibits and Plan Supplement Exhibits. All Exhibits and Plan Supplement Exhibits are incorporated into and are a part of this Plan as if set forth in full herein. Holders of Claims and Equity Interests may obtain a copy of the Exhibits and Plan Supplement Exhibits upon written request to the Debtors. The Exhibits and Plan Supplement Exhibits may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, obtained by written request to counsel to the Debtors or obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/truvo>.

1.3 Rules of Interpretation and Computation of Time. For purposes of this Plan, unless otherwise provided herein:

(a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural;

(b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on

particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;

(c) any reference in this Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified or supplemented pursuant to this Plan;

(d) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns;

(e) all references in this Plan to Sections and Articles are references to Sections and Articles of or to this Plan;

(f) the words "herein," "hereunder," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan;

(g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan;

(h) subject to the provisions of any contract, certificates of incorporation, by-laws, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules;

(i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to this Plan;

(j) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply; and

(k) In case of any discrepancy between the defined terms set forth in Section 1.1 hereof and the Warrants Terms and Conditions, the provisions of the Warrants Terms and Conditions shall prevail.

ARTICLE II CLASSIFICATION OF CLAIMS AND OLD EQUITY INTERESTS

All Claims and Old Equity Interests, except Administrative Expense Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified as described below.

This Plan constitutes a single plan of reorganization for the Debtors for all purposes, including, without limitation, for voting, confirmation and distribution purposes. A Claim or Old Equity Interest is placed in a particular Class only to the extent that the Claim or Old Equity Interest falls within the description of that Class and is classified in other Classes to

the extent that any portion of the Claim or Old Equity Interest falls within the description of such other Classes. A Claim or Old Equity Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Old Equity Interest is an Allowed Claim or Old Equity Interest in that Class and such Claim or Old Equity Interest has not been paid, released or otherwise settled prior to the Effective Date.

2.1 Unclassified Claims Against All Debtors

(a) **Unclassified Claims and Equity Interests** (not entitled to vote on this Plan).

- (i) Administrative Expense Claims against all Debtors.
- (ii) Priority Tax Claims against all Debtors.
- (iii) Intercompany Claims and Intercompany Equity Interests.

2.2 Classification of Claims Against and Old Equity Interests in Truvo Parent

The following chart assigns a number-letter combination to each Class of Claims against or Old Equity Interests in Truvo Parent (Debtor 1) for purposes of identifying such Class.

<u>Summary of Classification of Claims and Old Equity Interests</u>			
<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1A.	Other Priority Claims against Truvo Parent	Unimpaired	Deemed to Accept
1B.	Other Secured Claims against Truvo Parent	Unimpaired	Deemed to Accept
1F.	General Unsecured Claims against Truvo Parent	Impaired	Entitled to Vote
1G.	Statutory Subordinated Claims against Truvo Parent	Impaired	Deemed to Reject
1H.	Old Equity Interests in Truvo Parent	Impaired	Deemed to Reject

(a) **Unimpaired Classes of Claims** (deemed to have Accepted this Plan and, therefore, not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code).

- (i) Class 1A: Class 1A consists of all Other Priority Claims against Truvo Parent.
- (ii) Class 1B: Class 1B consists of all Other Secured Claims against Truvo Parent.

(b) **Impaired Classes of Claims** (entitled to vote on this Plan).

(i) Class 1F: Class 1F consists of all General Unsecured Claims against Truvo Parent.

(c) **Impaired Classes of Claims and Old Equity Interests** (deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan).

(i) Class 1G: Class 1G consists of all Statutory Subordinated Claims against Truvo Parent.

(ii) Class 1H: Class 1H consists of all Old Equity Interests in Truvo Parent.

2.3 Classification of Claims Against PIK Borrower

The following chart assigns a number-letter combination to each Class of Claims against PIK Borrower (Debtor 2) for purposes of identifying such Class.

<u>Summary of Classification of Claims</u>			
<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
2A.	Other Priority Claims against PIK Borrower	Unimpaired	Deemed to Accept
2B.	Other Secured Claims against PIK Borrower	Unimpaired	Deemed to Accept
2D.	HY Notes Claims against PIK Borrower	Impaired	Entitled to Vote
2E.	PIK Debt Claims against PIK Borrower	Impaired	Entitled to Vote
2F.	General Unsecured Claims against PIK Borrower	Impaired	Entitled to Vote
2G.	Statutory Subordinated Claims against PIK Borrower	Impaired	Deemed to Reject

(a) **Unimpaired Classes of Claims** (deemed to have Accepted this Plan and, therefore, not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code).

(i) Class 2A: Class 2A consists of all Other Priority Claims against PIK Borrower.

(ii) Class 2B: Class 2B consists of all Other Secured Claims against PIK Borrower.

(b) **Impaired Classes of Claims** (entitled to vote on this Plan).

- (i) Class 2D: Class 2D consists of all HY Notes Claims against PIK Borrower.
- (ii) Class 2E: Class 2E consists of all PIK Debt Claims against PIK Borrower.
- (iii) Class 2F: Class 2F consists of all General Unsecured Claims against PIK Borrower.

(c) **Impaired Classes of Claims** (deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan).

- (i) Class 2G: Class 2G consists of all Statutory Subordinated Claims against PIK Borrower.

2.4 Classification of Claims against HY Notes Issuer

The following chart assigns a number-letter combination to each Class of Claims against HY Notes Issuer (Debtor 3) for purposes of identifying such Class.

<u>Summary of Classification of Claims</u>			
<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
3A.	Other Priority Claims against HY Notes Issuer	Unimpaired	Deemed to Accept
3B.	Other Secured Claims against HY Notes Issuer	Unimpaired	Deemed to Accept
3C.	Senior Debt Claims against HY Notes Issuer	Impaired	Entitled to Vote
3D.	HY Notes Claims against HY Notes Issuer	Impaired	Entitled to Vote
3F.	General Unsecured Claims against HY Notes Issuer	Impaired	Entitled to Vote
3G.	Statutory Subordinated Claims against HY Notes Issuer	Impaired	Deemed to Reject

(a) **Unimpaired Classes of Claims** (deemed to have Accepted this Plan and, therefore, not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code).

- (i) Class 3A: Class 3A consists of all Other Priority Claims against HY Notes Issuer.

(ii) Class 3B: Class 3B consists of all Other Secured Claims against HY Notes Issuer.

(b) Impaired Classes of Claims (entitled to vote on this Plan).

(i) Class 3C: Class 3C consists of all Senior Debt Claims against HY Notes Issuer.

(ii) Class 3D: Class 3D consists of all HY Notes Claims against HY Notes Issuer.

(iii) Class 3F: Class 3F consists of all General Unsecured Claims against HY Notes Issuer.

(c) Impaired Classes of Claims (deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan).

(i) Class 3G: Class 3G consists of all Statutory Subordinated Claims against HY Notes Issuer.

2.5 Classification of Claims against TAC

The following chart assigns a number-letter combination to each Class of Claims against TAC (Debtor 4) for purposes of identifying such Class.

<u>Summary of Classification of Claims</u>			
<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
4A.	Other Priority Claims against TAC	Unimpaired	Deemed to Accept
4B.	Other Secured Claims against TAC	Unimpaired	Deemed to Accept
4C.	Senior Debt Claims against TAC	Impaired	Entitled to Vote
4D.	HY Notes Claims against TAC	Impaired	Entitled to Vote
4F.	General Unsecured Claims against TAC	Impaired	Entitled to Vote
4G.	Statutory Subordinated Claims against TAC	Impaired	Deemed to Reject

(a) **Unimpaired Classes of Claims** (deemed to have Accepted this Plan and, therefore, not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code).

(i) Class 4A: Class 4A consists of all Other Priority Claims against TAC.

(ii) Class 4B: Class 4B consists of all Other Secured Claims against TAC.

(b) **Impaired Classes of Claims** (entitled to vote on this Plan).

(i) Class 4C: Class 4C consists of all Senior Debt Claims against TAC.

(ii) Class 4D: Class 4D consists of all HY Notes Claims against TAC.

(iii) Class 4F: Class 4F consists of all General Unsecured Claims against TAC.

(c) **Impaired Classes of Claims** (deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan).

(i) Class 4G: Class 4G consists of all Statutory Subordinated Claims against TAC.

2.6 Classification of Claims Against TUSA

The following chart assigns a number-letter combination to each Class of Claims against TUSA (Debtor 5) for purposes of identifying such Class.

<u>Summary of Classification of Claims</u>			
<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
5A.	Other Priority Claims against TUSA	Unimpaired	Deemed to Accept
5B.	Other Secured Claims against TUSA	Unimpaired	Deemed to Accept
5C.	Senior Debt Claims against TUSA	Impaired	Entitled to Vote
5D.	HY Notes Claims against TUSA	Impaired	Entitled to Vote
5F.	General Unsecured Claims against TUSA	Impaired	Entitled to Vote
5G.	Statutory Subordinated Claims against TUSA	Impaired	Deemed to Reject

(a) **Unimpaired Classes of Claims** (deemed to have Accepted this Plan and, therefore, not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code).

(i) Class 5A: Class 5A consists of all Other Priority Claims against TUSA.

(ii) Class 5B: Class 5B consists of all Other Secured Claims against TUSA.

(b) **Impaired Classes of Claims** (entitled to vote on this Plan).

(i) Class 5C: Class 5C consists of all Senior Debt Claims against TUSA.

(ii) Class 5D: Class 5D consists of all HY Notes Claims against TUSA.

(iii) Class 5F: Class 5F consists of all General Unsecured Claims against TUSA.

(c) **Impaired Classes of Claims** (deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan).

(i) Class 5G: Class 5G consists of all Statutory Subordinated Claims against TUSA.

ARTICLE III TREATMENT OF CLAIMS AND EQUITY INTERESTS

3.1 Unclassified Claims

(a) *Administrative Expense Claims Generally.* Subject to the provisions of sections 330(a), 331 and 503(b) of the Bankruptcy Code, each Administrative Expense Claim shall be paid in full by the Disbursing Agent, at its election, (i) in Cash, in such amounts as are incurred in the ordinary course of business by the Debtors, or in such amounts as such Administrative Expense Claim is Allowed by the Bankruptcy Court upon the later of the Effective Date or the date upon which there is a Final Order allowing such Administrative Expense Claim, (ii) upon such other terms as may exist in the ordinary course of the Debtors' business or (iii) upon such other terms as may be agreed upon in writing between the Holder of such Administrative Expense Claim and the Disbursing Agent, in each case in full satisfaction, settlement, discharge and release of, such Administrative Expense Claim.

(i) *Professional Fees.* Except as expressly provided in the Cash Collateral Order, all final fee applications for Professional Fees incurred prior to the Effective Date and for services rendered during or in connection with the Chapter 11 Cases shall be Filed with the Bankruptcy Court and served on the Disbursing Agent and its counsel, and the Office of the United States Trustee (U.S. Department of Justice, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attention: Brian S. Masumoto, Esq.) no later than the Professional Fees

Bar Date. If the Disbursing Agent and any such Professional cannot agree on the amount of fees and expenses to be paid to such party, the reasonableness of any such fees and expenses shall be determined by the Bankruptcy Court. Holders of Professional Fees Claims that are required to File and serve applications for final allowance of their Professional Fees Claims and that do not File and serve such applications by the required deadline shall be forever barred from asserting such Professional Fees Claims against the Debtors, the Reorganized Truvo Group or their respective properties, and such Professional Fees Claims shall be deemed discharged as of the Effective Date. Objections to any Professional Fees Claims must be Filed and served on Reorganized Truvo and its counsel, and the Office of the United States Trustee and the requesting party no later than fifteen (15) days (or such longer period as may be allowed by the Disbursing Agent or by order of the Bankruptcy Court) after the date on which an application for final allowance of such Professional Fees Claims was Filed and served.

(ii) *Substantial Contribution Claims.* All requests for compensation or reimbursement of Substantial Contribution Claims shall be Filed and served on Reorganized Truvo and its counsel, the Office of the United States Trustee (U.S. Department of Justice, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attention: Brian S. Masumoto, Esq.), and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or any other order(s) of the Bankruptcy Court, no later than forty-five (45) days after the Effective Date. Unless such deadline is extended by agreement of the Disbursing Agent, Holders of Substantial Contribution Claims that are required to File and serve applications for final allowance of their Substantial Contribution Claims and that do not File and serve such applications by the required deadline shall be forever barred from asserting such Substantial Contribution Claims against the Debtors, the Reorganized Truvo Group or their respective properties, and such Substantial Contribution Claims shall be deemed discharged as of the Effective Date. Objections to any Substantial Contribution Claims must be Filed and served on Reorganized Truvo and its counsel, the Office of the United States Trustee and the requesting party no later than fifteen (15) days (or such longer period as may be allowed by the Disbursing Agent or by order of the Bankruptcy Court) after the date on which an application for final allowance of such Substantial Contribution Claims was Filed and served.

(b) *Priority Tax Claims.* The legal, equitable and contractual rights of the Holders of Priority Tax Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall be paid in full by the Disbursing Agent, in full satisfaction, settlement, discharge and release of, such Allowed Priority Tax Claim, at the election of the Disbursing Agent (a) in Cash equal to the amount of such Allowed Priority Tax Claim; (b) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing; or (c) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code, including payment in accordance with the provisions of section 1129(a)(9)(C) of the Bankruptcy Code. If payment is made in accordance with section 1129(a)(9)(C), installment payments shall be made quarterly and interest shall accrue in accordance with 26 U.S.C. 6621. On the Effective Date, the Liens securing such Allowed Secured Tax Claim shall be deemed released, terminated and extinguished, in each case without

further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(c) *Intercompany Claims and Intercompany Equity Interests.* Intercompany Claims and Intercompany Equity Interests have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III of the Plan. As provided in Section 5.15 of the Plan, all Intercompany Equity Interests will be cancelled and/or sold to Newco and Holders thereof will be entitled to no distribution under the Plan.

3.2 Classification of Claims Against and Old Equity Interests in Truvo Parent

(a) *Class 1A: Other Priority Claims against Truvo Parent.*

(i) *Classification.* Class 1A consists of all Allowed Other Priority Claims against Truvo Parent.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 1A Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 1A Claim is an Allowed Class 1A Claim on the Effective Date or (b) the date on which such Class 1A Claim becomes an Allowed Class 1A Claim, each Holder of an Allowed Class 1A Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 1A Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 1A Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 1A Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. Any Cash paid to Allowed Class 1A Claims shall be funded from (1) the Cash held by Truvo Parent as set forth in the Debtors' Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 1A Claims are Unimpaired and the Holders of Allowed Class 1A Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(b) *Class 1B: Other Secured Claims against Truvo Parent.*

(i) *Classification.* Class 1B consists of all Allowed Other Secured Claims against Truvo Parent.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 1B Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 1B Claim is an Allowed Class 1B Claim on the Effective Date or (b) the date on which such Class 1B Claim becomes an Allowed Class 1B Claim, each Holder of an Allowed Class 1B Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 1B Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 1B Claim; (y) such other less favorable treatment as to which the

Disbursing Agent and the Holder of such Allowed Class 1B Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. On the Effective Date, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person. Any Cash paid to Allowed Class 1B Claims shall be funded from (1) the Cash held by Truvo Parent as set forth in the Debtors' Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 1B Claims are Unimpaired and the Holders of Allowed Class 1B Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(c) *Class 1F: General Unsecured Claims against Truvo Parent.*

(i) *Classification.* Class 1F consists of all General Unsecured Claims against Truvo Parent.

(ii) *Treatment.*

(a) Effective as of the Effective Date, on, or as soon as reasonably practicable after, the Initial Distribution Date if such Class 1F Claim is Allowed on the Effective Date or otherwise the date on which such Class 1F Claim becomes Allowed, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, discharge and release of, its Allowed General Unsecured Claim, at its election, as made on its Ballot, (x) if such Allowed Class 1F Claim is a Convenience Claim, Cash equal to the amount of such Allowed Class 1F Claim or Cash equal to \$30,000 if the aggregate amount of such Allowed Class 1F Claim is in excess of \$30,000 or (y) if such Allowed Class 1F Claim is not a Convenience Claim, a Pro Rata share of the GUC Cash Allocation; provided, however, that no such distribution under the foregoing clause (y) shall exceed an amount of 50% of the face amount of such Allowed General Unsecured Claim.

(b) The distributions provided to Holders of Allowed General Unsecured Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(iii) *Voting.* Class 1F Claims are Impaired and the Holders of Allowed Class 1F Claims are entitled to vote to Accept or reject the Plan.

(d) *Class 1G: Statutory Subordinated Claims against Truvo Parent.*

(i) *Classification.* Class 1G consists of all Statutory Subordinated Claims against Truvo Parent.

(ii) *Treatment.* Holders of Allowed Statutory Subordinated Claims shall not receive or retain any distribution or property on account of such Allowed Statutory Subordinated Claims.

(iii) *Voting.* Class 1G Claims are Impaired and the Holders of Allowed Class 1G Claims are conclusively presumed to reject the Plan. The votes of Holders of Class 1G Claims will not be solicited.

(e) *Class 1H: Old Equity Interests in Truvo Parent.*

(i) *Classification.* Class 1H consists of all Old Equity Interests in Truvo Parent.

(ii) *Treatment.* Holders of Old Equity Interests in Truvo Parent in shall not receive or retain any distribution or property on account of such Old Equity Interests. On the Effective Date, all Old Equity Interests shall be cancelled.

(iii) *Voting.* Class 1H Old Equity Interests in Truvo Parent are Impaired and the Holders of Allowed Class 1H Old Equity Interests are conclusively presumed to reject the Plan. The votes of Holders of Class 1H Old Equity Interests will not be solicited.

3.3 Classification of Claims Against PIK Borrower

(a) Class 2A: Other Priority Claims against PIK Borrower.

(i) *Classification.* Class 2A consists of all Allowed Other Priority Claims against PIK Borrower.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 2A Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 2A Claim is an Allowed Class 2A Claim on the Effective Date or (b) the date on which such Class 2A Claim becomes an Allowed Class 2A Claim, each Holder of an Allowed Class 2A Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 2A Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 2A Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 2A Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. Any Cash paid to Allowed Class 2A Claims shall be funded from (1) the Cash held by PIK Borrower as set forth in the Debtors' Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 2A Claims are Unimpaired and the Holders of Allowed Class 2A Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(b) Class 2B: Other Secured Claims against PIK Borrower.

(i) *Classification.* Class 2B consists of all Allowed Other Secured Claims against PIK Borrower.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 2B Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 2B Claim is an Allowed Class 2B Claim on the Effective Date or (b) the date on which such Class 2B Claim becomes an Allowed Class 2B Claim, each Holder of an Allowed Class 2B Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 2B Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 2B Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 2B Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. On the Effective Date, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person. Any Cash paid to Allowed Class 2B Claims shall be funded from (1) the Cash held by PIK Borrower as set forth in the Debtors'

Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 2B Claims are Unimpaired and the Holders of Allowed Class 2B Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(c) *Class 2D: HY Notes Claims against PIK Borrower.*

(i) *Classification.* Class 2D consists of all HY Notes Claims against PIK Borrower. The HY Notes Claims shall be Allowed Class 2D Claims in the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of the sum of €395,000,000.00 and \$ 200,000,000.00 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the HY Indenture, for all purposes under this Plan. Each HY Noteholder shall be entitled to a single recovery under the Plan on account of its HY Notes Claims against all Debtors, and will be provided a single Ballot entitling it to vote its HY Notes Claims against all Debtors.

(ii) *Treatment.* Each Holder of an Allowed HY Notes Claim against PIK Borrower shall receive the treatment described in Section 3.5(d)(ii) (treatment of HY Notes Claims against TAC) in full satisfaction, settlement, discharge and release of, all HY Notes Claims against PIK Borrower.

(iii) *Voting.* Class 2D Claims are Impaired and the Holders of Allowed Class 2D Claims are entitled to vote to Accept or reject the Plan.

(d) *Class 2E: PIK Debt Claims against PIK Borrower.*

(i) *Classification.* Class 2E consists of all PIK Debt Claims against PIK Borrower. The PIK Debt Claims shall be Allowed Class 2E Claims in the aggregate amount of €173,087,906.94 plus accrued but unpaid interest as of the Petition Date for all purposes under this Plan.

(ii) *Treatment.*

(a) If the HY Noteholder Classes and the PIK Lender Class vote to Accept the Plan, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed PIK Debt Claim shall receive a Pro Rata share of the PIK Lender Warrants in full satisfaction, settlement, discharge and release of, all Allowed PIK Debt Claims.

(b) If the HY Noteholder Classes and/or the PIK Lender Class do not vote to Accept the Plan, Holders of Allowed PIK Debt Claims shall not be entitled to any distributions under the Plan.

(c) The distributions provided to Holders of Allowed PIK Debt Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(d) If the HY Noteholder Classes and the PIK Lender Class vote to Accept the Plan, TAC shall, upon the occurrence of the Confirmation Date, and without further action by or order of the Bankruptcy Court, be authorized to serve as proxy to act on behalf of all Holders of PIK Debt Claims (whether or not any such Holder voted in favor of the Plan) in connection with the transactions described in Section 5.3(e).

(e) The consideration provided under the Plan shall be the sole source of recovery for the Allowed PIK Debt Claims.

(iii) *Voting.* Class 2E Claims are Impaired and the Holders of Allowed Class 2E Claims are entitled to vote to Accept or reject the Plan.

(e) *Class 2F: General Unsecured Claims against PIK Borrower.*

(i) *Classification.* Class 2F consists of all General Unsecured Claims against PIK Borrower.

(ii) *Treatment.*

(a) Effective as of the Effective Date, on, or as soon as reasonably practicable after, the Initial Distribution Date if such Class 2F Claim is Allowed on the Effective Date or otherwise the date on which such Class 2F Claim becomes Allowed, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, discharge and release of, its Allowed General Unsecured Claim, at its election, as made on its Ballot, (x) if such Allowed Class 2F Claim is a Convenience Claim, Cash equal to the amount of such Allowed Class 2F Claim or Cash equal to \$30,000 if the aggregate amount of such Allowed Class 2F Claim is in excess of \$30,000 or (y) if such Allowed Class 2F Claim is not a Convenience Claim, a Pro Rata share of the GUC Cash Allocation; provided, however, that no such distribution under the foregoing clause (y) shall exceed an amount of 50% of the face amount of such Allowed General Unsecured Claim.

(b) The distributions provided to Holders of Allowed General Unsecured Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(iii) *Voting.* Class 2F Claims are Impaired and the Holders of Allowed Class 2F Claims are entitled to vote to Accept or reject the Plan.

(f) *Class 2G: Statutory Subordinated Claims against PIK Borrower.*

(i) *Classification.* Class 2G consists of all Statutory Subordinated Claims against PIK Borrower.

(ii) *Treatment.* Holders of Allowed Statutory Subordinated Claims shall not receive or retain any distribution or property on account of such Allowed Statutory Subordinated Claims.

(iii) *Voting.* Class 2G Claims are Impaired and the Holders of Allowed Class 2G Claims are conclusively presumed to reject the Plan. The votes of Holders of Class 2G Claims will not be solicited.

3.4 Classification of Claims Against HY Notes Issuer

(a) *Class 3A: Other Priority Claims against HY Notes Issuer.*

(i) *Classification.* Class 3A consists of all Allowed Other Priority Claims against HY Notes Issuer.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 3A Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 3A Claim is an Allowed Class 3A Claim on the Effective Date or (b) the date on which such Class 3A Claim becomes an Allowed Class 3A Claim, each Holder of an Allowed Class 3A Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 3A Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 3A Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 3A Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. Any Cash paid to Allowed Class 3A Claims shall be funded from (1) the Cash held by HY Notes Issuer as set forth in the Debtors' Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 3A Claims are Unimpaired and the Holders of Allowed Class 3A Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(b) *Class 3B: Other Secured Claims against HY Notes Issuer.*

(i) *Classification.* Class 3B consists of all Allowed Other Secured Claims against HY Notes Issuer.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 3B Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 3B Claim is an Allowed Class 3B Claim on the Effective Date or (b) the date on which such Class 3B Claim becomes an Allowed Class 3B Claim, each Holder of an Allowed Class 3B Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 3B Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 3B Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 3B Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. On the Effective Date, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice

to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person. Any Cash paid to Allowed Class 3B Claims shall be funded from (1) the Cash held by HY Notes Issuer as set forth in the Debtors' Schedules, and (2) to the extent that such funds are insufficient to pay such Claims in full as provided hereunder, from the Additional Cash Allocation.

(iii) *Voting.* Class 3B Claims are Unimpaired and the Holders of Allowed Class 3B Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(c) *Class 3C: Senior Debt Claims against HY Notes Issuer.*

(i) *Classification.* Class 3C consists of all Senior Debt Claims against HY Notes Issuer. The estimated amount of the Allowed Class 3C Claims is €777,624,505.73 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the Senior Facility Agreement, for all purposes under this Plan. Each Senior Lender shall be entitled to a single recovery under the Plan on account of its collective Senior Debt Claims against all Debtors, and will be provided a single Ballot entitling it to vote its collective Senior Debt Claims against all Debtors.

(ii) *Treatment.* Each Holder of an Allowed Senior Debt Claim (as of the Distribution Record Date) against the HY Notes Issuer shall receive the treatment described in Section 3.5(c)(ii) (treatment of Senior Debt Claims against TAC) in full satisfaction, settlement, discharge and release of, all Senior Debt Claims against HY Notes Issuer.

(iii) *Voting.* Class 3C Claims are Impaired and the Holders of Allowed Class 3C Claims are entitled to vote to Accept or reject the Plan.

(d) *Class 3D: HY Notes Claims against HY Notes Issuer.*

(i) *Classification.* Class 3D consists of all HY Notes Claims against HY Notes Issuer. The HY Notes Claims shall be Allowed Class 3D Claims in the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of the sum of €395,000,000.00 and \$ 200,000,000.00 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the HY Indenture, for all purposes under this Plan. Each HY Noteholder shall be entitled to a single recovery under the Plan on account of its HY Notes Claims against all Debtors, and will be provided a single Ballot entitling it to vote its HY Notes Claims against all Debtors.

(ii) *Treatment.* Each Holder of an Allowed HY Notes Claim against HY Notes Issuer shall receive the treatment described in Section 3.5(d)(ii) (treatment of HY Notes Claims against TAC) in full satisfaction, settlement, discharge and release of, all HY Notes Claims against HY Notes Issuer.

(iii) *Voting.* Class 3D Claims are Impaired and the Holders of Allowed Class 3D Claims are entitled to vote to Accept or reject the Plan.

(e) *Class 3F: General Unsecured Claims against HY Notes Issuer.*

(i) *Classification.* Class 3F consists of all General Unsecured Claims against HY Notes Issuer.

(ii) *Treatment.*

(a) Effective as of the Effective Date, on, or as soon as reasonably practicable after, the Initial Distribution Date if such Class 3F Claim is Allowed on the Effective Date or otherwise the date on which such Class 3F Claim becomes Allowed, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, discharge and release of, its Allowed General Unsecured Claim, at its election, as made on its Ballot, (x) if such Allowed Class 3F Claim is a Convenience Claim, Cash equal to the amount of such Allowed Class 3F Claim or Cash equal to \$30,000 if the aggregate amount of such Allowed Class 3F Claim is in excess of \$30,000 or (y) if such Allowed Class 3F Claim is not a Convenience Claim, a Pro Rata share of the GUC Cash Allocation; provided, however, that no such distribution under the foregoing clause (y) shall exceed an amount of 50% of the face amount of such Allowed General Unsecured Claim.

(b) The distributions provided to Holders of Allowed General Unsecured Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(iii) *Voting.* Class 3F Claims are Impaired and the Holders of Allowed Class 3F Claims are entitled to vote to Accept or reject the Plan.

(f) *Class 3G: Statutory Subordinated Claims against HY Notes Issuer.*

(i) *Classification.* Class 3G consists of all Statutory Subordinated Claims against HY Notes Issuer.

(ii) *Treatment.* Holders of Allowed Statutory Subordinated Claims shall not receive or retain any distribution or property on account of such Allowed Statutory Subordinated Claims.

(iii) *Voting.* Class 3G Claims are Impaired and the Holders of Allowed Class 3G Claims are conclusively presumed to reject the Plan. The votes of Holders of Class 3G Claims will not be solicited.

3.5 Classification of Claims Against TAC

(a) Class 4A: Other Priority Claims against TAC.

(i) *Classification.* Class 4A consists of all Allowed Other Priority Claims against TAC.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 4A Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 4A Claim is an Allowed Class 4A Claim on the Effective Date or (b) the date on which such Class 4A Claim becomes an Allowed Class 4A Claim, each Holder of an Allowed Class 4A Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 4A Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 4A Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 4A Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code.

(iii) *Voting.* Class 4A Claims are Unimpaired and the Holders of Allowed Class 4A Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(b) Class 4B: Other Secured Claims against TAC.

(i) *Classification.* Class 4B consists of all Allowed Other Secured Claims against TAC.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 4B Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 4B Claim is an Allowed Class 4B Claim on the Effective Date or (b) the date on which such Class 4B Claim becomes an Allowed Class 4B Claim, each Holder of an Allowed Class 4B Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 4B Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 4B Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 4B Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. On the Effective Date, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(iii) *Voting.* Class 4B Claims are Unimpaired and the Holders of Allowed Class 4B Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(c) Class 4C: Senior Debt Claims against TAC.

(i) *Classification.* Class 4C consists of all Senior Debt Claims against TAC. The estimated amount of the Allowed Class 4C Claims is €777,624,505.73 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the Senior Facility Agreement, for all purposes under this Plan. Each Senior Lender shall be entitled to a single recovery under the Plan on account of its collective Senior Debt Claims against all Debtors, and will be provided a single Ballot entitling it to vote its collective Senior Debt Claims against all Debtors.

(ii) *Treatment.*

(a) On the Effective Date, pursuant to, and upon consummation of, the transactions contemplated in Section 5.3(e) of this Plan, (x) each Holder of an Allowed Senior Debt Claim (as of the Distribution Record Date) shall, by transferring its Senior Debt Claims against TAC to Newco, receive in exchange for its Senior Debt Claims against TAC, a Pro Rata share of (1) the Senior Lender Debt Distribution (to be received in the form of the Facility 1 Distribution or Facility 2 Distribution, as applicable), (2) the Senior Lender Equity Distribution (in the form of the Equityco Distribution and/or the PIKco Distribution, at the Election of the Senior Lender), and (3) the MIP Equityco Warrants (for transfer to MIPco pursuant to the Management Incentive Plan); and (y) the Senior Agent shall (1) receive the proceeds of the TUSA Sale, and (2) distribute such proceeds to Newco (or as Newco directs) as the transferee of, and in full satisfaction, settlement, discharge and release of, the Senior Debt Claims against TAC.

A vote in favor of the Plan by a Senior Lender which is a lender of record on the date of such vote shall expressly constitute (as set out in the Ballot) an instruction to the Senior Agent and Security Agent to take all actions set out in the Instructions. Upon the occurrence of the Confirmation Date, and without further action by or order of the Bankruptcy Court, (1) the Senior Agent and Security Agent shall be authorized to take (x) all actions contemplated by the Instructions; and (y) any other steps that the Senior Agent or the Security Agent may be instructed to take for the purposes of implementing this Plan, in each case subject to the requisite majorities being obtained for purposes of the Senior Finance Documents, and (2) TAC shall be authorized to serve as proxy to act on behalf of all Holders of Senior Debt Claims (as of the Distribution Record Date), whether or not any such Holder voted in favor of the Plan, in connection with the transactions described in Sections 5.3(e) and 5.10(c)-(d) but, for the avoidance of doubt, not in relation to the execution of Mandatory Transfer Certificates.

(b) The consideration provided under the Plan shall be the sole source of recovery for the Holders of the Allowed Senior Debt Claims, in respect of both Debtors and Non-Debtor Subsidiaries.

(c) On the Effective Date, (1) Senior Debt Claims (other than Claims arising on or after the Effective Date in connection with any of the Restructuring Documents) against TUSA or any Non-Debtor Subsidiary, and the Liens granted by TAC on the TUSA Equity Interests, shall, to the extent of the Release, be extinguished, and (2) the Holders of Senior Debt Claims shall be enjoined from taking any action against any Debtor or any Non-Debtor Subsidiary, on account of any Senior Debt Claim to the extent that such actions relate to claims or liens subject to the Release.

(iii) *Voting.* Class 4C Claims are Impaired and the Holders of Allowed Class 4C Claims are entitled to vote to Accept or reject the Plan.

(d) *Class 4D: HY Notes Claims against TAC.*

(i) *Classification.* Class 4D consists of all HY Notes Claims against TAC. The HY Notes Claims shall be Allowed Class 4D Claims in the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of the sum of €395,000,000.00 and \$ 200,000,000.00 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the HY Indenture, for all purposes under this Plan. Each HY Noteholder shall be entitled to a single recovery under the Plan on account of its HY Notes Claims against all Debtors, and will be provided a single Ballot entitling it to vote its HY Notes Claims against all Debtors.

(ii) *Treatment.*

(a) If the HY Noteholder Classes vote to Accept the Plan, each Holder of an Allowed HY Notes Claim shall receive, in full satisfaction, settlement, discharge, and release of, all HY Notes Claims against TAC, (x), on, or as soon as reasonably practicable after the Effective Date, (1) a Pro Rata share of the HY Noteholder Cash Distribution, and (2) a Pro Rata share of the HY Noteholder Warrants, and (y) a Pro Rata share of the HY Noteholder Tax Refund Allocation to be distributed in accordance with Section 5.6(b)(viii) of the Plan.

(b) If the HY Noteholder Classes do not vote to Accept the Plan, Holders of Allowed HY Notes Claims shall not be entitled to any distributions under the Plan.

(c) The distributions provided to Holders of Allowed HY Notes Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(d) If the HY Noteholder Classes vote to Accept the Plan, TAC shall, upon the occurrence of the Confirmation Date, and without further action by or order of the Bankruptcy Court, be authorized to serve as proxy to act on behalf all Holders of HY Notes Claims (whether or not any such Holder voted in favor of the Plan) in connection with the transactions described in Section 5.3(e).

(e) The consideration provided under the Plan shall be the sole source of recovery for the Holders of HY Notes Claims in respect of both Debtors and Non-Debtor Subsidiaries.

(f) On the Effective Date, (1) HY Notes Claims of HY Noteholders (other than Claims arising on or after the Effective Date in connection with any of the Restructuring Documents) against TUSA or any Non-Debtor Subsidiary, and the Liens granted by TAC on the TUSA Equity Interests, shall, to the extent of the Release, be extinguished, and (2) the Holders of HY Notes Claims thereof shall be enjoined from taking any action against any Debtor or any Non-Debtor Subsidiary, on account of any HY Notes Claim to the extent that such actions relate to claims or liens subject to the Release; provided, however, that nothing herein

shall be deemed to preclude the Holders of the HY Notes Claims from enforcing their rights under the Plan.

(iii) *Voting.* Class 4D Claims are Impaired and the Holders of Allowed Class 4D Claims are entitled to vote to Accept or reject the Plan.

(e) *Class 4F: General Unsecured Claims against TAC.*

(i) *Classification.* Class 4F consists of all General Unsecured Claims against TAC.

(ii) *Treatment.*

(a) Effective as of the Effective Date, on, or as soon as reasonably practicable after, the Initial Distribution Date if such Class 4F Claim is Allowed on the Effective Date or otherwise the date on which such Class 4F Claim becomes Allowed, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, discharge and release of, its Allowed General Unsecured Claim, at its election, as made on its Ballot, (x) if such Allowed Class 4F Claim is a Convenience Claim, Cash equal to the amount of such Allowed Class 4F Claim or Cash equal to \$30,000 if the aggregate amount of such Allowed Class 4F Claim is in excess of \$30,000 or (y) if such Allowed Class 4F Claim is not a Convenience Claim, a Pro Rata share of the GUC Cash Allocation; provided, however, that no such distribution under the foregoing clause (y) shall exceed an amount of 50% of the face amount of such Allowed General Unsecured Claim.

(b) The distributions provided to Holders of Allowed General Unsecured Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(iii) *Voting.* Class 4F Claims are Impaired and the Holders of Allowed Class 4F Claims are entitled to vote to Accept or reject the Plan.

(f) *Class 4G: Statutory Subordinated Claims against TAC.*

(i) *Classification.* Class 4G consists of all Statutory Subordinated Claims against TAC.

(ii) *Treatment.* Holders of Allowed Statutory Subordinated Claims shall not receive or retain any distribution or property on account of such Allowed Statutory Subordinated Claims.

(iii) *Voting.* Class 4G Claims are Impaired and the Holders of Allowed Class 4G Claims are conclusively presumed to reject the Plan. The votes of Holders of Class 4G Claims will not be solicited.

3.6 Classification of Claims Against TUSA

(a) Class 5A: Other Priority Claims against TUSA.

(i) *Classification.* Class 5A consists of all Allowed Other Priority Claims against TUSA.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 5A Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 5A Claim is an Allowed Class 5A Claim on the Effective Date or (b) the date on which such Class 5A Claim becomes an Allowed Class 5A Claim, each Holder of an Allowed Class 5A Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 5A Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 5A Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 5A Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code.

(iii) *Voting.* Class 5A Claims are Unimpaired and the Holders of Allowed Class 5A Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(b) Class 5B: Other Secured Claims against TUSA.

(i) *Classification.* Class 5B consists of all Allowed Other Secured Claims against TUSA.

(ii) *Treatment.* The legal, equitable and contractual rights of the Holders of Allowed Class 5B Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (a) the Initial Distribution Date if such Class 5B Claim is an Allowed Class 5B Claim on the Effective Date or (b) the date on which such Class 5B Claim becomes an Allowed Class 5B Claim, each Holder of an Allowed Class 5B Claim shall be paid in full by the Disbursing Agent in full satisfaction, settlement, discharge and release of, such Allowed Class 5B Claim, at the election of the Disbursing Agent: (x) Cash equal to the amount of such Allowed Class 5B Claim; (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Class 5B Claim shall have agreed upon in writing; or (z) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code. On the Effective Date, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(iii) *Voting.* Class 5B Claims are Unimpaired and the Holders of Allowed Class 4B Claims are deemed to have Accepted the Plan and are therefore not entitled to vote.

(c) Class 5C: Senior Debt Claims against TUSA.

(i) *Classification.* Class 5C consists of all Senior Debt Claims against TUSA. The estimated amount of the Allowed Class 5C Claims is €777,624,505.73 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the Senior Facility Agreement, for all purposes under this Plan. Each Senior Lender shall be entitled to (1) a single recovery under the Plan on account of its collective Senior Debt Claims against all Debtors, and (2) a single Ballot entitling it to vote its collective Senior Debt Claims against all Debtors.

(ii) *Treatment.* Each Holder of an Allowed Senior Debt Claim (as of the Distribution Record Date) against TUSA shall receive the treatment described in Section 3.5(c)(ii) (treatment of Senior Debt Claims against TAC) in full satisfaction, settlement, discharge and release of, all Senior Debt Claims against TUSA.

(iii) *Voting.* Class 5C Claims are Impaired and the Holders of Allowed Class 5C Claims are entitled to vote to Accept or reject the Plan.

(d) Class 5D: HY Notes Claims against TUSA.

(i) *Classification.* Class 5D consists of all HY Notes Claims against TUSA. The HY Notes Claims shall be Allowed Class 5D Claims in the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of the sum of €395,000,000.00 and \$ 200,000,000.00 plus accrued but unpaid interest as of the Petition Date and any unpaid fees and expenses owed pursuant to the terms of the HY Indenture, for all purposes under this Plan. Each HY Noteholder shall be entitled to a single recovery under the Plan on account of its HY Notes Claims against all Debtors, and will be provided a single Ballot entitling it to vote its HY Notes Claims against all Debtors.

(ii) *Treatment.* Each Holder of an Allowed HY Notes Claim against TUSA shall receive the treatment described in Section 3.5(d)(ii) (treatment of HY Notes Claims against TAC) in full satisfaction, settlement, discharge and release of, all HY Notes Claims against TUSA.

(iii) *Voting.* Class 5D Claims are Impaired and the Holders of Allowed Class 5D Claims are entitled to vote to Accept or reject the Plan.

(e) Class 5F: General Unsecured Claims against TUSA.

(i) *Classification.* Class 5F consists of all General Unsecured Claims against TUSA.

(ii) *Treatment.*

(a) Effective as of the Effective Date, on, or as soon as reasonably practicable after, the Initial Distribution Date if such Class 5F Claim is Allowed on the Effective Date or otherwise the date on which such Class 5F Claim becomes Allowed, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, discharge and

release of, its Allowed General Unsecured Claim, at its election, as made on its Ballot, (x) if such Allowed Class 5F Claim is a Convenience Claim, Cash equal to the amount of such Allowed Class 5F Claim or Cash equal to \$30,000 if the aggregate amount of such Allowed Class 5F Claim is in excess of \$30,000 or (y) if such Allowed Class 5F Claim is not a Convenience Claim, a Pro Rata share of the GUC Cash Allocation; provided, however, that no such distribution under the foregoing clause (y) shall exceed an amount of 50% of the face amount of such Allowed General Unsecured Claim.

(b) The distributions provided to Holders of Allowed General Unsecured Claims shall be funded from the distribution otherwise payable, or otherwise directly or indirectly available, under the Plan to Holders of Senior Debt Claims.

(iii) *Voting.* Class 5F Claims are Impaired and the Holders of Allowed Class 5F Claims are entitled to vote to Accept or reject the Plan.

(f) *Class 5G: Statutory Subordinated Claims against TUSA.*

(i) *Classification.* Class 5G consists of all Statutory Subordinated Claims.

(ii) *Treatment.* Holders of Allowed Statutory Subordinated Claims shall not receive or retain any distribution or property on account of such Allowed Statutory Subordinated Claims.

(iii) *Voting.* Class 5G Claims are Impaired and the Holders of Allowed Class 5G Claims are conclusively presumed to reject the Plan. The votes of Holders of Class 5G Claims will not be solicited.

3.7 Special Provision Regarding Unimpaired Claims

Except as otherwise provided in this Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Truvo Group' rights in respect of any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses, including setoff or recoupment, against any such Unimpaired Claim.

ARTICLE IV ACCEPTANCE OR REJECTION OF THE PLAN

4.1 Impaired Classes of Claims Entitled to Vote

Holders of Claims in Classes 1F, 2D, 2E, 2F, 3C, 3D, 3F, 4C, 4D, 4F, 5C, 5D and 5F are entitled to vote to Accept or reject this Plan as provided in such order as may be entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to Accept or reject the Plan, or any other order(s) of the Bankruptcy Court.

4.2 Acceptance by an Impaired Class

In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have Accepted this Plan if this Plan is Accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to Accept or reject this Plan.

4.3 Presumed Acceptances by Unimpaired Classes

Classes 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A and 5B are Unimpaired by this Plan. Accordingly, under section 1126(f) of the Bankruptcy Code, Holders of such Claims are conclusively presumed to Accept this Plan, and the votes of the Holders of such Claims will not be solicited.

4.4 Presumed Rejection by Certain Impaired Classes

Holders of Allowed Statutory Subordinated Claims and Allowed Old Equity Interests are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Claims in Classes 1G, 2G, 3G, 4G and 5G and Old Equity Interests in Class 1H will not be solicited and such Holders are deemed to reject this Plan.

4.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

Because certain Classes are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan under section 1129(b) of the Bankruptcy Code. Subject to any applicable restrictions in the Plan Support Agreement and the Plan Settlement Agreement, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan or any Exhibit or Plan Supplement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

4.6 Elimination of Vacant Classes; Deemed Acceptance by Non-Voting Classes

(a) Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, shall be deemed eliminated from this Plan for purposes of voting to Accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

(b) If no votes to accept or reject the Plan are received with respect to a Class whose votes have been solicited under the Plan (other than a Class that is deemed eliminated pursuant to the foregoing section 4.6(a)), such Class shall be deemed to have voted to Accept the Plan.

4.7 Conversion or Dismissal of Certain of the Chapter 11 Cases

If the requisite Classes do not vote to Accept the Plan or the Bankruptcy Court does not confirm the Plan, Truvo Parent and PIK Borrower each reserves the right to have its Chapter 11 Case dismissed or converted, and may dissolve under applicable Delaware state procedure or Chapter 7 subject to the terms of the Plan Support Agreement and the Plan Settlement Agreement.

ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 Overview

(a) The Financial Restructuring provides for, among other things:

(i) the discharge of Claims and Liens against the Debtors pursuant to the Plan;

(ii) the implementation of a series of transactions, including the transfer to Newco of Senior Debt Claims against TAC, and the release of (A) TUSA and its subsidiaries from all its past, present and future liabilities and/or obligations (both actual and contingent) as a borrower and guarantor of the whole of the Senior Debt and the High Yield Notes Guarantee Debt (including any liability to any member of the Group by way of guarantee or contribution), (B) all Security granted by TUSA and its subsidiaries over any asset under any Security Document, and (C) the Security created pursuant to the Security Documents over the Equity Interests in TUSA. The release contemplated in paragraphs (A), (B) and (C) shall together constitute the “Release”. For the avoidance of doubt, the Release shall not include or be deemed to include the Senior Debt Claims against TAC other than a release of the Lien over TAC’s Equity Interest in TUSA, which shall continue to be outstanding after such Release until discharged and extinguished by virtue of the Plan. The Release shall be made in accordance with Clause 22.4 of the Intercreditor Agreement, in connection with a sale of TUSA Equity Interests made at the request of the Senior Agent in connection with an Enforcement Action; and

(iii) issuance of New Ordinary Shares and Junior Creditor Equityco Warrants, and entry into the New Bank Debt and New PIK Debt.

(b) Upon the completion of the transactions contemplated herein, following the Effective Date:

(i) Equityco and PIKco will operate as the holding companies for Holdco.

(ii) Holdco will operate as the holding company for Newco.

(iii) Newco will operate as the holding company for (i) Reorganized Truvo, and (ii) Truvo Belgium and its subsidiaries (all Non-Debtor Subsidiaries).

(iv) Reorganized Truvo will remain in existence to (a) serve as collection agent for the Debtors for the purpose of collecting the Tax Refund, if any, (b) take actions as required under the Plan, and (c) fulfill its mandate as proxy pursuant to the Plan, and thereafter will be liquidated, all as set forth in Section 5.5 hereof.

(v) Each of the Debtors (other than TAC) will be liquidated on the Effective Date, as set forth in Section 5.5 hereof.

5.2 Actions to be Taken on the Effective Date Prior to the TUSA Sale

On the Effective Date, but immediately prior to the consummation of the TUSA Sale:

(a) (i) Truvo Parent shall designate TAC as collection agent for each of the Debtors for purposes of prosecuting and collecting any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund); (ii) Truvo Parent, PIK Borrower, HY Notes Issuer and TAC will each acknowledge that TUSA is the beneficial owner of any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund) and will unconditionally and forever release and waive any claim they have now or in the future to any such refund; and (iii) each Debtor other than TUSA shall irrevocably assign any right to retain or receive any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund) to Truvo Belgium, which in turn will transfer such right to Truvo Services & Technology as set forth in Section 5.3, as of the Effective Date.

(b) Pursuant to the Plan and Section 365 of the Bankruptcy Code, the Debtors shall each assume the Assumed Contracts to which such Debtor is a party and shall assign the Assumed Contracts to Truvo Belgium.

5.3 TUSA Sale And Other Restructuring Transactions

The implementation of this Plan is predicated upon the approval by the Bankruptcy Court of the TUSA Sale and the consummation thereof hereunder. The terms and conditions of the TUSA Sale, as set forth in the Purchase Agreement, are incorporated herein and shall be deemed to constitute part of this Plan for all purposes. The following summary of the TUSA Sale in clauses (a)-(d) below, as set forth in the Purchase Agreement, is qualified in its entirety by the terms thereof:

(a) The Purchase Agreement provides that Newco shall pay the Cash Purchase Price as set forth in the Purchase Agreement.

(b) The Purchase Agreement provides for the sale of TAC's Equity Interests in TUSA.

(c) Upon consummation of the TUSA Sale, TAC shall no longer have any ownership interests in TUSA or any of its subsidiaries.

(d) As a condition to the consummation of the TUSA Sale, the Debtors must receive, pursuant to the Confirmation Order, Bankruptcy Court approval of and authorization for, among other things, the Debtors to perform all of their obligations under the Purchase Agreement.

(e) The steps to accomplish and implement the TUSA Sale are as follows:

(i) Prior to the Effective Date:

1. Pursuant to the Confirmation Order, the automatic stay (and any preliminary injunction entered in the Chapter 11 Cases) will be modified to permit acceleration of the Senior Loans and the making of a demand under the Senior Guarantee Claims against TAC.
2. Each of Holdco, Equityco and PIKco will be incorporated as subsidiaries of Truvo Belgium and Truvo Services & Technology, each in the form of a Belgian NV (*naamloze vennootschap*).
3. Mandatory Transfer Certificates shall be executed by all Senior Lenders (as required under this Plan and the Confirmation Order) and Newco, and delivered to the Senior Agent (to take effect on the Effective Date following the granting of the Release by the Security Agent). Newco shall execute and deliver an Accession Deed to the Security Agent to take effect on the Effective Date.
4. TAC will contribute its intercompany receivables against TUSA to TUSA's capital at face value.
5. Truvo Services & Technology will transfer each of the single shares it owns in Holdco, Equityco, and PIKco to Truvo Belgium.
6. Within five Business Days following receipt of the Company Notice (as defined in the Instructions), per the instruction of the Majority Lenders (as defined in the Senior Facility Agreement), as evidenced by duly executed ballots expressly setting out the Instructions (or other duly executed documentation) and subject to the satisfaction of the relevant

Senior Agent Conditions Precedent, the Senior Agent will issue an acceleration notice to the Obligors (as listed in Schedule 2 to Exhibit F hereof) (a) canceling the Total Commitments (as defined in the Senior Facility Agreement); (b) declaring all Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents be immediately due and payable; and (c) demanding immediate repayment of all Utilisations together with accrued interest and all other amounts accrued or outstanding under the Senior Finance Documents as of the date of acceleration.

(ii) On the Effective Date, pursuant to the direction of the Majority Lenders, as evidenced by duly executed Ballots expressly setting out the Instructions (or other duly executed documentation), and subject to satisfaction or waiver of each of the relevant Senior Agent Conditions Precedent and each of the relevant Security Agent Conditions Precedent, the following events will occur in the sequence described in this Section 5.3(e)(ii).

1. Truvo Belgium will transfer 79% of the ordinary shares of Newco to certain of the Senior Lenders (or to a special purpose vehicle formed by certain of the Senior Lenders) in accordance with Regulation S under the Securities Act or another available exemption from registration thereunder; Truvo Belgium will retain 21% of the ordinary shares of Newco until the commencement of the TUSA Sale on the Effective Date.
2. The Senior Agent will make a demand on TAC under the Senior Guarantee Claims against TAC.
3. The Senior Agent will request TAC to sell its Equity Interests in TUSA to Newco for cash consideration. Pursuant to such request, TAC, TUSA and Newco will enter into the Purchase Agreement providing for TAC to sell its Equity Interests in TUSA to Newco for the Cash Purchase Price (to be paid in accordance with the Funds Flow Agreement).
4. Pursuant to Clause 22.4 of the Intercreditor Agreement and the Instructions, the Security Agent will grant the Release.
5. TUSA will transfer (a) all its assets (including its right and entitlement to any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund)) except (i) ownership interests in Truvo Belgium, (ii) ownership interests in Truvo Information Holdings LLC and (iii) the Existing X/N Notes, and (b) the TUSA Transferred Intercompany Claims, to its direct subsidiary Truvo Belgium in exchange for debt (the terms and conditions of which will be aligned with the New

Senior Credit Agreement) and new ordinary shares issued by Truvo Belgium.

6. Truvo Belgium will transfer the assets described in this paragraph 6 to Truvo Services & Technology for aggregate fair market value in exchange for debt (the terms and conditions of which will be aligned with the New Senior Credit Agreement). Transferred assets will be: (a) the right to any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund), and (b) Truvo Belgium's interest in Truvo Services South Africa (Pty) Ltd.
7. The terms and conditions of the Existing X/N Notes will then be amended to align the interest rate with the New Bank Debt.
8. Mandatory Transfer Certificates, executed by Newco and all Senior Lenders (as required under this Plan and the Confirmation Order) will be executed by the Senior Agent, and the Accession Deed referred to above will be entered into by Newco and the Security Agent.
9. Without prejudice to the Senior Agent Conditions Precedent and/or the Security Agent Conditions Precedent, the Senior Lenders (by the Senior Lender Class voting to Accept the Plan) will (a) transfer a portion of their Senior Debt Claims against TAC to Newco in exchange for an obligation to acknowledge indebtedness to the Senior Lenders pursuant to the New Senior Credit Agreement (the "Debt Acknowledgement Obligation"), such obligation to be conditional upon the repayment of the Daylight Facility; and (b) transfer by way of contribution (acting through TAC appointed as a proxy under the Plan) the remainder of their Senior Debt Claims against TAC to Newco in exchange for Newco Ordinary Shares.
10. In exchange for the Equity Interests in TUSA, Newco shall pay the Cash Purchase Price to TAC, subject to the terms and conditions of the Purchase Agreement and in accordance with the Funds Flow Agreement. The Cash Purchase Price will be funded through the Daylight Facility.
 - (a) In accordance with the Plan, the Confirmation Order and the Funds Flow Agreement, TAC will receive the proceeds of the sale of the Equity Interests in TUSA and pay them over to the Senior Agent.
 - (b) The Senior Agent will pay such proceeds at the direction of Newco, as transferee of the Senior Debt Claims against TAC, in accordance with (and subject to the terms of) the Funds Flow Agreement and the Senior Facility Agreement, to repay the Daylight Facility.

11. The following agreements between the Senior Lenders, Newco and certain members of the Reorganized Truvo Group will become effective: the New Senior Credit Agreement (pursuant to the Debt Acknowledgement Obligation), the New Intercreditor Agreement, the New Indemnity, and related security documents.
12. The Senior Lenders (by the Senior Lender Classes voting to Accept the Plan, and acting through TAC, appointed as a proxy under the Plan) will contribute Newco Ordinary Shares to Holdco in exchange for Holdco Ordinary Shares and MIP Holdco Warrants (to be issued in accordance with paragraph 13 below).
13. TAC, representing all Senior Lenders pursuant to the Plan, and Truvo Belgium shall, by voting at an extraordinary meeting of shareholders of Holdco, (a) provided that the Requisite Junior Classes have voted to Accept the Plan, cause Holdco to issue Junior Creditor Holdco Warrants for the benefit of HY Noteholders and PIK Lenders, (b) cause Holdco to issue MIP Holdco Warrants to TAC, acting on behalf of the Senior Lenders, pursuant to the Management Incentive Plan and (c) adopt the Holdco Charter in accordance with the Shareholders' Agreement. Provided that HY Noteholder Classes have voted to Accept the Plan, Truvo Belgium shall also distribute to each HY Noteholder, its Pro Rata share of the HY Noteholder Cash Distribution. The issuance of the Junior Creditor Holdco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan) on or after the Effective Date is subject to the delivery of Acceptance Notices as further described in Section 6.12.
14. In accordance with the Election set forth in Article III hereof, the Senior Lenders (by the Senior Lender Classes voting to Accept the Plan and acting through TAC appointed as a proxy under the Plan) shall: (a) contribute Holdco Ordinary Shares to Equityco in exchange for the Equityco Distribution, and/or (b) contribute Holdco Ordinary Shares to PIKco in exchange for the PIKco Distribution.
15. TAC, representing all Senior Lenders having contributed Holdco Ordinary Shares to Equityco in exchange for the Equityco Distribution pursuant to the Plan, shall transfer the MIP Equityco Ordinary Shares to MIPco in a transaction not subject to, or exempt from, the registration requirements of the Securities Act.
16. TAC, representing all Senior Lenders pursuant to the Plan, and Truvo Belgium, shall, by voting at an extraordinary meeting of

shareholders of Equityco and PIKco, as applicable, (a) provided that the Requisite Junior Classes have voted to Accept the Plan, cause Equityco to issue HY Noteholder Warrants and PIK Lender Warrants for the benefit of the HY Noteholders and the PIK Lenders, respectively, in exchange for Junior Creditor Holdco Warrants transferred to Equityco by the HY Noteholders and the PIK Lenders (acting through either TAC pursuant to Section 5.7 of the Plan, on the Effective Date, or any two directors of Holdco pursuant to the powers granted under the Acceptance Notice, following the Effective Date), (b) cause Equityco to issue MIP Equityco Warrants to the Senior Lenders in exchange for MIP Holdco Warrants transferred to Equityco by the Senior Lenders (acting through TAC, appointed as a proxy under the Plan) and (c) adopt the Equityco Charter and PIKco Charter, as applicable, in accordance with the Shareholders' Agreement.

17. TAC, representing all Senior Lenders pursuant to the Plan, will transfer the MIP Equityco Warrants to MIPco in a transaction not subject to, or exempt from, the registration requirements of the Securities Act.
18. TUSA will transfer its ownership interests in Truvo Information Holdings LLC to TAC.
19. Newco, as TUSA's sole member, will adopt a resolution to commence, and take actions relating to, the dissolution and liquidation of TUSA.
20. TUSA will then distribute all its remaining assets to Newco, including: (a) TUSA's ownership interests in Truvo Belgium, and (b) receivables against Truvo Belgium (i.e., receivables from the debt issued as consideration for the transfer of assets by TUSA to Truvo Belgium and the Existing X/N Notes).
21. Newco, as TUSA's sole member, will adopt a written consent approving the filing of a certificate of cancellation, upon the filing of which TUSA will have dissolved and liquidated.
22. Truvo Belgium will assume all of Newco's obligations under the New Senior Credit Agreement by way of novation by change of debtor. Truvo Belgium's claims against Newco as a result of such assumption of obligations shall be set off against Truvo Belgium's debt vis-à-vis Newco. No physical movement of funds will be required in order to achieve such debt push-down.
23. Truvo Services & Technology will assume a portion of Truvo Belgium's obligations (the Senior Dutch Tranche and Second Lien Dutch Tranche) under the New Senior Credit Agreement

by way of a novation by change of debtor. Truvo Services & Technology's claims against Truvo Belgium as a result of such assumption of obligations shall be set-off against Truvo Belgium's debt vis-à-vis Truvo Services & Technology resulting from the sale of assets described in paragraph 6 above. No physical movement of funds will be required in order to achieve this debt push-down.

5.4 TAC Sale

After the completion of the TUSA Sale, on the Effective Date, Reorganized Truvo will be sold to Newco free and clear of all Claims, Liens, or other liabilities pursuant to the TAC Purchase Agreement and this Plan. The terms and conditions of the TAC Sale, including the TAC Purchase Agreement, are incorporated herein and shall be deemed to constitute part of this Plan for all purposes. In exchange for the Equity Interests in Reorganized Truvo, Newco shall pay a nominal cash consideration of €1 and assume certain liabilities as set forth in the TAC Purchase Agreement. Upon the completion of the TAC Sale, Reorganized Truvo and its subsidiary Truvo Information Holdings LLC will accede to the New Senior Credit Agreement as guarantors, and to the New Indemnity.

5.5 Liquidation of Debtors

(a) **Debtors other than TAC.** On the Effective Date, immediately after the completion of the TUSA Sale, following the transactions contemplated under Section 5.3(e), TUSA, and each of the Debtors other than TAC, will be liquidated pursuant to this Plan. A certificate of cancellation or dissolution, as applicable for each Debtor, except TAC, will be filed with Delaware's Secretary of State immediately after the Effective Date. Each such liquidation shall be effective as of the Effective Date pursuant to this Plan and the Confirmation Order.

(b) **Reorganized Truvo.**

(i) After the foregoing transactions, as of the Effective Date, Reorganized Truvo will remain in existence solely to (a) serve as a collection agent for the Debtors for the purpose of prosecuting and collecting any U.S. tax refunds of the Debtors (including, without limitation, the Tax Refund, if any), (b) take actions as required under the Plan, and (c) fulfill its mandate as proxy pursuant to the Plan.

(ii) Reorganized Truvo will be liquidated pursuant to this Plan following (a) the remittance of the Collected Tax Refund and prepayment of the New Bank Debt in accordance with Section 11.3(d) of the New Senior Credit Agreement, and the distribution of the HY Noteholder Tax Refund Allocation in accordance with Section 3.5(d)(ii)(a) and Section 5.6(b)(viii) of this Plan, and (b) the completion of all of its actions required under the Plan.

(iii) Pursuant to the Plan and Confirmation Order, the liquidation of Reorganized Truvo shall be effective without any further action by the stockholders, members, or directors of Reorganized Truvo. A certificate of cancellation or dissolution for Reorganized Truvo will be filed with Delaware's Secretary of State immediately thereafter.

5.6 Other Restructuring Transactions

(a) On or after the Effective Date, without limiting any rights and remedies of the Debtors or Reorganized Truvo Group under this Plan or applicable law, the Reorganized Truvo Group may enter into such transactions and may take such actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Truvo Group. Such restructuring may include one or more mergers, consolidations, restructures, dispositions, liquidations or dissolutions, as may be determined by the Reorganized Truvo Group to be necessary or appropriate (collectively, the “Restructuring Transactions”) provided such Restructuring Transactions comply with the terms of (including applicable lender or shareholder consent requirements), and are not prohibited by, the Plan, the Plan Support Agreement, the Plan Settlement Agreement, the New Bank Debt, the Shareholders’ Agreement or the Purchase Agreement. The actions to effect the Restructuring Transactions may include (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation or dissolution containing terms that are consistent with the terms of this Plan and the Purchase Agreement and that satisfy the applicable requirements of applicable law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of this Plan and the Purchase Agreement and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation or dissolution pursuant to applicable law; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with such transactions. The Restructuring Transactions may include one or more mergers, consolidations, restructures, dispositions, liquidations or dissolutions, as may be determined by the Reorganized Truvo Group to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties and obligations of certain of the Reorganized Truvo Group vesting in one or more surviving, resulting, or acquiring corporations. In each case in which the surviving, resulting or acquiring corporation in any such transaction is a successor to the Reorganized Truvo Group, such surviving, resulting or acquiring corporation will perform the obligations of the Reorganized Truvo Group pursuant to this Plan to pay or otherwise satisfy the Allowed Claims to the extent not already paid or satisfied.

(b) The Restructuring Transactions will include, without limitation, the following actions:

(i) Truvo Media Holdings LLC shall transfer its ownership interest in *Servicos Tecnicos E Desenvolvimento LDA* (Portugal) (100 shares) to Truvo Belgium for a nominal consideration. Truvo Media Holdings LLC will merge into Reorganized Truvo following such transfer.

(ii) Truvo Corporate CVBA, a Non-Debtor Subsidiary, will complete its liquidation proceedings under applicable Belgian law. On September 28, 2010, Truvo Corporate CVBA transferred, in its entirety, all of its transferable assets and liabilities to Truvo Belgium and commenced dissolution and liquidation proceedings under applicable Belgian law.

(iii) Truvo Technologies SRL (Romania) will commence sale or liquidation procedures by the end of 2010, and the proceeds thereof, if any, will be received by Truvo Services & Technology.

(iv) Truvo Curaçao N.V. (the Netherlands Antilles) shall be liquidated within 90 calendar days of the Effective Date, and all assets and liabilities of Truvo Curaçao N.V. will be assumed by Truvo Services & Technology as a result thereof.¹

(v) The shareholders of the following five Dutch entities, all Non-Debtor Subsidiaries, shall cause domestic legal merger proceedings into Truvo Services & Technology within 140 calendar days of the Effective Date (the “Dutch Reorganization”): Truvo Dutch Holdings B.V. (the Netherlands), Truvo Nederland Holdings B.V. (the Netherlands), Truvo Nederland B.V. (the Netherlands), Truvo Ireland Holdings B.V. (the Netherlands) and Truvo Portugal Holdings B.V. (the Netherlands).² These domestic legal merger proceedings will involve (in the following order): (1) a transfer by Truvo Nederland Holdings B.V. of its 99.428% shareholding in Truvo Nederland B.V. to Truvo Dutch Holdings B.V., (2) a merger of Truvo Nederland B.V. into Truvo Nederland Holdings B.V. ((a) preceded by an amendment to the articles of association of Truvo Nederland Holdings B.V. providing for a two-class capital structure (with one of the two classes being redeemable at the option of the issuer), (b) pursuant to which merger the redeemable class of shares will be issued to the holders of the minority shareholding, and (c) followed by a statutory redemption procedure in respect of the redeemable shares to remove the minority shareholding in Truvo Nederland Holdings B.V. resulting from the merger, and as a result of which the holders of that minority shareholding will receive a personal claim for the payment of a to be determined monetary amount (up to a maximum amount of € 1.5 million) against Truvo Nederland Holdings B.V., which claim, ultimately, will become a claim exercisable (for a 5-year period) against Truvo Services & Technology as a result of the subsequent legal mergers), (3) a merger of Truvo Portugal Holdings B.V. into Truvo Services & Technology, (4) a merger of Truvo Nederland Holdings B.V. into Truvo Dutch Holdings B.V., (5) a merger of Truvo Ireland Holdings B.V. into Truvo Dutch Holdings B.V., and (6) a merger of Truvo Dutch Holdings B.V. into Truvo Services & Technology.

(vi) Following completion of the Dutch Reorganization, Truvo Services & Technology and Truvo Belgium will net their reciprocal receivables, following which Truvo Belgium will waive its remaining receivable against Truvo Services & Technology for an amount equal to the difference between the fair market value of the assets of Truvo Services & Technology and the total amount of the liabilities of the latter (on the condition that Truvo Services & Technology covenants to repay Truvo Belgium if it returns to better fortune (“retour à meilleure fortune”)).

(vii) Reorganized Truvo will, prior to its liquidation, transfer its ownership interest in Truvo Information Holdings LLC to Newco, and Newco will grant a share pledge over all its interests in Truvo Information Holdings LLC immediately upon completion of such transfer.

¹ Truvo Curaçao liquidation proceedings may be commenced prior to the Effective Date.

² Certain of the Dutch merger proceedings may be commenced prior to the Effective Date.

(viii) The Tax Refund, if any, will be collected by Reorganized Truvo. Upon its receipt, Reorganized Truvo shall deposit the Tax Refund, if any, into the Tax Escrow Account, subject to the terms and conditions of the New Senior Credit Agreement, to be released upon the satisfaction of the conditions set forth in clause 11.3(d) of the New Senior Credit Agreement (such released Tax Refund being the “Collected Tax Refund”); provided, however, that for the avoidance of doubt (a) the obligation to distribute the HY Noteholder Tax Refund Allocation to the Holders of Allowed HY Notes Claims shall apply regardless of whether the lenders under the New Senior Credit Agreement waive any right to prepayment under clause 11.3(d) thereof, (b) amounts in the Tax Escrow Account representing the HY Noteholder Tax Refund Allocation shall not be subject to the liens or security interests of the Security Agent (as defined in the New Senior Credit Agreement), and (c) Reorganized Truvo will not take any actions (including, without limitation, actions in connection with any resolution of disputes with the Internal Revenue Service) in a manner that reduces the amount of the Collected Tax Refund for the purpose of reducing the amount of the HY Noteholder Tax Refund Allocation. Upon such release, the Disbursing Agent shall distribute the HY Noteholder Tax Refund Allocation to the HY Indenture Trustee for distribution to Holders of Allowed HY Notes Claims, as of the Distribution Record Date.

5.7 TAC Representation Powers

(a) Upon the Effective Date, without prejudice to the generality of Section 12.2 and more specific provisions elsewhere in this Plan, the Senior Lenders (as of the Distribution Record Date), regardless of whether any such Senior Lender has voted in favor of this Plan, shall delegate pursuant to the Ballot and/or shall be deemed to delegate to TAC, with power to fully sub-delegate such powers, the powers to, on their behalf (but, for the avoidance of doubt, not in relation to the execution of Mandatory Transfer Certificates):

(i) waive the convening and publication requirements set forth in Articles 533 and 535 of the Belgian Companies Code in respect of any ordinary, special or extraordinary shareholders’ meetings that will be held for Newco, Holdco, PIKco and/or Equityco in implementation of Section 5.3 of this Plan and take part in such shareholders’ meetings (including, but not limited to, for the approval of any matters that fall within the scope of Articles 445 and 556 of the Belgian Companies Code, for the issuance of the Junior Creditor Holdco Warrants and the Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), the MIP Holdco Warrants, or the MIP Equityco Warrants, or for the appointment of directors in accordance with the Shareholders’ Agreement);

(ii) participate in all deliberations, exercise their votes during such ordinary, special or extraordinary shareholders’ meetings in such a manner as to give effect to Section 5.3 of this Plan (including, but not limited to, for the approval of any matters that fall within the scope of Articles 445 and 556 of the Belgian Companies Code, for the issuance of the Junior Creditor Holdco Warrants and the Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), the MIP Holdco Warrants, or the MIP Equityco Warrants, for any amendment of the charter of Holdco, Equityco and/or PIKco, or for the appointment of directors in accordance with the Shareholders’ Agreement), to make all types of declarations, to accept or propose any amendments to the agenda, to confirm the (partial) fulfillment or non-fulfillment of any conditions, to sign all deeds, minutes, lists of attendance,

registers (including shareholders registers) and documents, to substitute and in general, to do all that is necessary or required to implement the present delegation;

(iii) without prejudice to Section 5.7(a)(vii) below, proceed with the contributions in kind and quasi-contributions in accordance with the Plan, to subscribe to, fully pay up and receive the shares in Newco, Holdco, Equityco and/or PIKco in exchange for such contributions on behalf of the Senior Lenders (as of the Distribution Record Date) in accordance with Section 5.3 of the Plan;

(iv) vote in favor of the issuance of the Junior Creditor Holdco Warrants and the Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), the MIP Holdco Warrants, and the MIP Equityco Warrants, and the power to delegate to the directors of Holdco and/or Equityco the power to perform all acts required in Article 591 of the Belgian Companies Code;

(v) waive during such extraordinary shareholders' meetings their preferential subscription rights in relation to the issuance of the Junior Creditor Holdco Warrants and the Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), the MIP Holdco Warrants, and the MIP Equityco Warrants;

(vi) perform any action necessary to execute any resolution taken during the meetings;

(vii) accept the Newco Ordinary Shares, the Holdco Ordinary Shares, the Equityco Ordinary Shares (including the MIP Equityco Ordinary Shares), the PIKco Ordinary Shares, the MIP Holdco Warrants and the MIP Equityco Warrants, as set forth in the Plan and the Management Incentive Plan;

(viii) transfer the MIP Holdco Warrants to Equityco, and the MIP Equityco Warrants and MIP Equityco Ordinary Shares to MIPco, as set forth in the Plan and the Management Incentive Plan; and

(ix) without limiting the generality of the foregoing, perform any action and sign any documents (whether in their capacity as shareholders of Newco, Holdco, Equityco and/or PIKco or in their capacity as Senior Lenders) necessary or useful for, or in relation to, the implementation of this Plan;

provided that, for the avoidance of doubt, such delegation shall not extend beyond the steps necessary to consummate the transactions set forth in Section 5.3(e) of this Plan.

(b) Upon the Effective Date, without prejudice to the generality of Section 12.2 and more specific provisions elsewhere in this Plan, the HY Noteholders and the PIK Lenders, regardless of whether any such HY Noteholder or PIK Lender has voted in favor of this Plan, shall delegate pursuant to the Ballot and/or shall be deemed to delegate to TAC, with power to fully sub-delegate such powers, the powers to, on their behalf:

(i) waive the convening and publication requirements set forth in Articles 533 and 535 of the Belgian Companies Code in respect of any ordinary, special or

extraordinary shareholders' meetings that will be held for Holdco and Equityco in implementation of Section 5.3 of this Plan and to sign all deeds, minutes or lists of attendance;

(ii) accept the Junior Creditor Holdco Warrants and the Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan) as prescribed by the Plan and to sign the relevant warrants registers;

(iii) transfer the Junior Creditor Holdco Warrants to Equityco (provided that the Requisite Junior Classes have voted to Accept the Plan), as prescribed by the Plan and to sign Holdco's warrants register; and

(iv) without limiting the generality of the foregoing, perform any action (whether in their capacity as holder of Junior Creditor Holdco Warrants and/or the Junior Creditor Equityco Warrants, provided that the Requisite Junior Classes have voted to Accept the Plan) necessary or useful for, or in relation to, the implementation of the Plan.

5.8 Closing of the Chapter 11 Cases

When all Disputed Claims against any Debtor either have become Allowed or have been disallowed by Final Order, and no controverted matter remains outstanding, the Debtors shall seek authority with the Bankruptcy Code to close the applicable Debtor's chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

5.9 Reorganized Truvo Group

Except as otherwise provided in this Plan, the Purchase Agreement or the Confirmation Order, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights and Litigation Claims of the Debtors, and any other property acquired by the Debtors or the Reorganized Truvo Group under or in connection with this Plan, shall vest in the relevant member of the Reorganized Truvo Group, free and clear of all Claims, Liens, charges, other encumbrances and Old Equity Interests, subject to the Restructuring Transactions. On and after the Effective Date, each member of the Reorganized Truvo Group may operate its businesses and may use, acquire, and dispose of property and compromise or settle any Claims against the Debtors without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan, the Purchase Agreement or the Confirmation Order. Without limiting the foregoing, each member of the Reorganized Truvo Group may pay the charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services without application or notice to or order of the Bankruptcy Court.

5.10 Corporate Governance, Directors, Officers, and Corporate Action

(a) *Certificates of Incorporation and By-Laws.*

(i) The certificates or articles of incorporation and by-laws of TAC shall be amended to satisfy the provisions of this Plan, the Plan Support Agreement and the Bankruptcy Code and shall (a) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code and (b) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein.

(b) *Officers of Reorganized Truvo after the Effective Date.* Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the initial officers of Reorganized Truvo following the Effective Date shall be substantially the same as officers of such entity as of the Confirmation Date (and thereafter shall be subject to the terms of the Holdco Charter).

(c) *Directors of the Reorganized Truvo Group.* The Directors of the Reorganized Truvo Group shall be appointed in accordance with the Shareholders' Agreement. Directors of Equityco and PIKco may be appointed by a vote of more than 50% of voting Equityco ordinary shares and voting PIKco ordinary shares, respectively. There will be a minimum of three investor directors, appointed by the ordinary shareholders of Equityco and PIKco, respectively, on the board of each of Equityco and PIKco. Investor directors of Holdco will be appointed by the ordinary shareholders of Holdco: two will be appointed from a list of candidates nominated by Equityco and two will be appointed from a list of candidates nominated by PIKco (or three by Equityco and one by PIKco where PIKco has less than 25% of the ordinary shares in Holdco). One of these four investor directors will be appointed as chairman. Any shareholder or group of shareholders under common control of Equityco and/or PIKco indirectly holding more than 20% but less than 66.67% of the ordinary shares of Holdco is entitled to nominate candidates for an additional investor director on the board of Holdco. The board of Holdco shall also include two directors chosen from among management, initially the CEO and CFO.

(d) *Corporate Action.* On the Effective Date, the adoption of the Holdco Charter, Equityco Charter, PIKco Charter and similar constituent and organizational documents by, and the selection of directors and officers for, the Reorganized Truvo Group, and all other actions contemplated by or described in this Plan with respect thereto, shall be authorized and approved by TAC appointed as proxy of all Holders of Senior Debt Claims under the Plan and be binding and in full force and effect in all respects (subject to the provisions of this Plan and the Confirmation Order), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule (other than filing such organizational documents with the applicable governmental unit as required by applicable law) or the vote, consent, authorization or approval of any Person. All matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Truvo Group, and any legal or corporate action required in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of

the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Truvo Group or by any other Person. On the Effective Date, the appropriate officers of the Debtors and the Reorganized Truvo Group and members of their respective boards of directors are authorized to issue, execute and deliver, and consummate the transactions, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Truvo Group, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or any requirement of further action, vote or other approval or authorization by any Person.

5.11 Management Incentive Plan

Pursuant to the Management Incentive Plan, and as set forth therein, Manco will receive ordinary shares in Equityco, and call options with respect to additional ordinary shares in Equityco to be held by MIPco upon exercise of the MIP Equityco Warrants.

On the Effective Date, (i) the Senior Lenders receiving the Equityco Distribution will receive MIP Equityco Ordinary Shares in partial exchange for their Allowed Senior Debt Claims, (ii) such Senior Lenders will immediately transfer the MIP Equityco Ordinary Shares to MIPco, and (iii) MIPco, in turn, will transfer the MIP Equityco Ordinary Shares to Manco. Such ordinary shares in Equityco shall rank *pari passu* with all other ordinary shares of Equityco.

In addition, on the Effective Date, the Senior Lenders will (i) receive MIP Holdco Warrants in partial exchange for their Allowed Senior Debt Claims, (ii) immediately exchange the MIP Holdco Warrants for MIP Equityco Warrants, and (iii) immediately transfer the MIP Equityco Warrants to MIPco. MIPco will then issue the MIPco Call Options to Manco. Pursuant to the Shareholders' Agreement, the shareholders of Holdco and Equityco will commit to vote, upon the expiration of the 5-year terms of the MIP Holdco Warrants and MIP Equityco Warrants respectively, for the issuance of Replacement MIP Holdco Warrants and Replacement MIP Equityco Warrants respectively.

In addition, certain members of management will be entitled to receive cash payments upon the occurrence of specific milestones and events, including receipt of certain tax refunds and the disposal of certain business units, as further described in the Management Incentive Plan.

5.12 Cancellation of Notes, Instruments and Debentures

On the Effective Date and upon consummation of the transactions set out in Section 5.3 above, except as otherwise provided in this Plan or the Confirmation Order, (a) any notes, bonds, indentures, or other instruments or documents evidencing or creating any of the following Claims, Liens or Equity Interests that are Impaired under this Plan shall be deemed cancelled and extinguished, including without limitation: (i) Senior Debt Claims against the Debtors; (ii) HY Notes Claims against the Debtors; (iii) PIK Debt Claims; (iv) Old Equity Interests in Truvo Parent; and (v) Intercompany Equity Interests in the Debtors (other than Equity Interests in TUSA, which shall be transferred pursuant to the TUSA Sale); and (b) the

obligations of the Debtors under any such agreements, documents, indentures, or certificates of designation governing the Senior Loans, HY Notes, PIK Loans and any other notes, bonds, indentures or other instruments or documents evidencing or creating any indebtedness or obligations of the Debtors that are Impaired under this Plan shall be, and are hereby, discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or Reorganized Truvo Group or by any other Person. Unless otherwise agreed by the HY Indenture Trustee, on the Effective Date, each of DTC, Euroclear and Clearstream, as applicable, shall surrender for cancellation to the HY Indenture Trustee the certificates for the HY Notes that are held by it. Notwithstanding the foregoing, the Senior Facility Agreement, the HY Indenture and the PIK Loan Agreement shall continue in effect solely for the purposes of: (i) allowing Senior Lenders (as of the Distribution Record Date and Newco as transferee of the Senior Debt Claims against TAC), HY Noteholders, and PIK Lenders to receive distributions under this Plan and (ii) allowing and preserving the rights of the Senior Agent, HY Indenture Trustee (including, without limitation, its rights, if any, pursuant to the HY Indenture to a charging lien against any distributions to be made to the Holders of Allowed HY Notes Claims pursuant to the Plan) and PIK Agent to make distributions in satisfaction of Allowed Senior Debt Claims, Allowed HY Notes Claims and Allowed PIK Debt Claims.

5.13 Issuance of Plan Securities and Related Documentation

On the Effective Date, Newco, Holdco, Equityco, PIKco and TAC (acting as a proxy under the Plan) are authorized to and shall distribute, or cause to be distributed in accordance with the transactions set out in Section 5.3 of this Plan, the Plan Securities, and any and all other securities, notes, stock, instruments, certificates and other documents or agreements required to be issued, executed or delivered pursuant to this Plan (collectively, the “New Securities and Documents”), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person. To the extent that the Plan Securities constitute “securities,” as defined in section 2(a)(1) of the Securities Act, and except with respect to any entity that is an underwriter as defined in section 2(a)(11) of the Securities Act and in subsection (b) of section 1145 of the Bankruptcy Code, the issuance of the Plan Securities and the exchange of the Plan Securities for the Senior Debt Claims, the HY Notes Claims (provided that the Requisite Junior Classes have voted to Accept the Plan), and the PIK Debt Claims (provided that the Requisite Junior Classes have voted to Accept the Plan), as applicable, in each case shall be exempt from registration under U.S. state and U.S. federal securities laws pursuant to section 1145(a)(1) of the Bankruptcy Code. If the Junior Creditor Equityco Warrants are exercised, the resulting issuance of the Equityco ordinary shares shall be exempt from registration under state and federal securities laws pursuant to section 1145(a)(2) of the Bankruptcy Code. Notwithstanding the foregoing, the (1) transfer of MIP Equityco Ordinary Shares to MIPco (and the subsequent transfer of such MIP Equityco Ordinary Shares to Manco), (2) the transfer of MIP Equityco Warrants to MIPco, and (3) the exercise of Holdco Warrants by Equityco shall be effected in transactions not subject to, or exempt from, the registration requirements of the Securities Act. Without limiting the effect of section 1145 of the Bankruptcy Code, all documents, agreements and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of this Plan, and any other agreement or document related to

or entered into in connection with same, shall become, and shall remain, effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person (other than as expressly required by such applicable agreement).

The issuance of the Plan Securities (and the issuance of Equityco ordinary shares and Holdco ordinary shares upon the exercise of the Equityco Warrants and the Holdco Warrants, respectively) and the exchange of Plan Securities for the Senior Debt Claims, the HY Notes Claims (provided that the Requisite Junior Classes have voted to Accept the Plan) and the PIK Debt Claims (provided that the Requisite Junior Classes have voted to Accept the Plan), as applicable, fall outside the scope of, or are otherwise exempt pursuant to, Directive 2003/71/EC of the European Parliament and of the Council of November 4, 2003.

Each of PIKco and Equityco will be required to monitor the number of Persons that hold ordinary shares in PIKco or Equityco, respectively, or, in the case of Equityco, that hold Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan) or MIP Equityco Warrants, in order to ensure its respective compliance with certain provisions of the Exchange Act. In particular, section 12(g) of the Exchange Act imposes reporting obligations on any “foreign private issuer” that has a class of securities held of record by more than 500 Persons of whom at least 300 Persons are resident in the United States. The Reorganized Truvo Group intends to use (a) shareholders registers to monitor the number and location of holders of (i) ordinary shares in PIKco (and thereby also monitor the number and location of holders of New PIK Debt stapled to ordinary shares in PIKco) and (ii) ordinary shares in Equityco (including ordinary shares issued upon the exercise of the Junior Creditor Equityco Warrants and MIP Equityco Warrants), and (b) a warrants register to monitor the number and location of holders of Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan) and MIP Equityco Warrants (the securities in (a)(i), collectively, the “Registered PIKco Securities”, the securities in (a)(ii) and (b) collectively, the “Registered Equityco Securities”). Because the Exchange Act reporting obligations would present a material financial burden for Equityco and PIKco, Equityco and PIKco each intend to impose certain restrictions on transfers of, respectively, Registered Equityco Securities and Registered PIKco Securities, to ensure that no such transfer would result in the imposition of the reporting obligations described above.

Any Person that wishes to transfer any Registered PIKco Securities or Registered Equityco Securities will be required to notify PIKco or Equityco, as applicable, in writing prior to such transfer, disclosing the identity of the proposed transferee and such information as PIKco or Equityco, as applicable, may deem necessary in order to determine whether the proposed transferee is “resident in the United States” within the meaning of Rule 12g3-2(a) under the Exchange Act. Within three (3) Business Days of the receipt of such written notification, the board of directors of PIKco or Equityco, as applicable, or the Person responsible for the day-to-day management of PIKco or Equityco, as applicable, will confirm whether the proposed transfer would result in the Registered PIKco Securities or the Registered Equityco Securities (as applicable) being held by more than 500 Persons of whom at least 300 Persons are resident in the United States. In the event that this threshold would be met or exceeded as a result of the proposed transfer, the proposed transferor will not be permitted to transfer any Registered

Equityco Securities or any Registered PIKco Securities, as applicable, to the proposed transferee. Any transfer of any Registered Equityco Securities or Registered PIKco Securities in violation of the foregoing procedures and restrictions will be null and void ab initio.

On the Effective Date, PIKco will issue the New PIK Debt in accordance with the transactions set out in Section 5.3 of this Plan. The New PIK Debt will be embodied within dematerialized X/N notes (the “New PIK Debt Notes”), which will represent the entire principal amount of the New PIK Debt on the Effective Date. The New PIK Debt Notes will be registered with, or with a depository for, the NBB as operator of the X/N Clearing System. Investors may hold an interest in the New PIK Debt Notes directly in their securities accounts with the NBB or indirectly through an account with one of the participants in the X/N Clearing System, which include Euroclear and Clearstream, Luxembourg and most credit institutions and investment firms. Payments of any amounts owing in respect of the New PIK Debt will be made through a domiciliary agent and the X/N Clearing System in accordance with the agency agreement and the regulations of the X/N Clearing System. Unless instructed otherwise by the domiciliary agent, the NBB will debit the account of the domiciliary agent with the NBB for payments due by PIKco to the holders of the New PIK Debt Notes in accordance with the regulations of the X/N Clearing System and will be responsible for ensuring that payments are credited to the accounts of the relevant participants in the X/N Clearing System. The payment obligations of PIKco under the New PIK Debt will be discharged by payment to the domiciliary agent in respect of each amount so paid.

5.14 Sources of Cash for Plan Distributions

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the Debtors to make payments pursuant to this Plan shall be obtained from existing Cash balances, the Cash Purchase Price in accordance with the Funds Flow Agreement, and the operations of the Debtors or their Affiliates. The Reorganized Truvo Group may also make such payments using Cash received from their subsidiaries through the Reorganized Truvo Group’s consolidated cash management systems.

5.15 Intercompany Claims and Intercompany Equity Interests

On the Effective Date:

(a) the Intercompany Claims against the Debtors shall be discharged and/or cancelled, except for the TUSA Transferred Intercompany Claims, which shall be transferred to Truvo Belgium on the Effective Date;

(b) the Intercompany Equity Interests in TAC and TUSA shall be sold to Newco pursuant to the TAC Sale and TUSA Sale, respectively, on the Effective Date, and the holders of such Intercompany Equity Interests shall receive no distribution under the Plan; and

(c) the Intercompany Equity Interests in the Debtors other than TAC shall be cancelled as of the end of the Effective Date and the Holders of such Intercompany Equity Interests shall receive no distributions under the Plan.

5.16 Automatic Stay

The automatic stay (and any preliminary injunction entered in the Chapter 11 Cases) will be deemed modified upon entry of the Confirmation Order to permit acceleration of the Senior Loans and the making of a demand under the Senior Guarantee Claims against TAC, in accordance with the transactions contemplated under Section 5.3(e) and as set forth in the Instructions.

5.17 HY Indenture Trustee

Notwithstanding anything to the contrary in this Plan, the HY Indenture Trustee shall be entitled to payment of reasonable documented compensation and the reimbursement of all reasonable documented out-of-pocket expenses, disbursements and advances incurred or made by the HY Indenture Trustee prior to and after the Effective Date to the extent required under the HY Notes Indenture and the Intercreditor Agreement. For the avoidance of doubt, any claims of the HY Indenture Trustee shall not be treated as General Unsecured Claims.

ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon thereafter as is practicable. Any distribution to be made pursuant to this Plan shall be deemed to have been made on the Effective Date. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Section 8.3 of this Plan.

6.2 No Postpetition Interest on Claims Against Debtors

Except to the extent provided under the Plan Support Agreement, postpetition interest shall not accrue or be paid on any Claims against the Debtors, and no Holder of any such Claim against the Debtors shall be entitled to payment or distributions on account of interest accruing on or after the Petition Date.

6.3 Disbursing Agent

Except as otherwise provided herein, all Cash distributions and other payments to be made by the Debtors or the Reorganized Truvo Group (including, without limitation, the HY Noteholder Tax Refund Allocation), or by any of them, under the Plan or otherwise in connection with the Chapter 11 Cases (including, without limitation, professional compensation and statutory fees) shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The Disbursing Agent may employ or contract with other entities to assist in or make the distributions required by this Plan.

6.4 Delivery of Distributions and Undeliverable or Unclaimed Distributions

(a) *Delivery of Distributions to Holders of Allowed Claims in General.*

(i) Except with respect to the Senior Debt Claims, HY Notes Claims, and PIK Debt Claims and unless otherwise agreed to between the Debtors and the Holder of an Allowed Claim, the Debtors shall make distributions to the Holders of Allowed Claims in the same manner and to the same addresses as such payments are made in the ordinary course of the Debtors' businesses.

(ii) No distributions shall be made on a Disputed Claim until and unless such Disputed Claim becomes an Allowed Claim.

(iii) In order to permit distributions under the Plan, Reorganized Truvo may, but will not be required to, establish reasonable reserves for Disputed Claims.

(iv) On the Effective Date, distributions, if any to (i) Holders of Allowed Senior Debt Claims (as of the Distribution Record Date) shall be delivered to such Holders in accordance with transactions set out in Sections 5.3(e)(ii)(9), (11)-(13), (ii) Holders of Allowed HY Notes Claims shall be delivered to the HY Indenture Trustee or, if so directed by the HY Indenture Trustee, shall be delivered to the Disbursing Agent for distribution to such Holders, and (iii) Holders of Allowed PIK Debt Claims shall be delivered to the PIK Agent or, if so directed by the PIK Agent, shall be delivered to the Disbursing Agent for distribution to such Holders.

(v) Other than the evidentiary certificates referred to at the end of this paragraph, physical certificates representing Plan Securities will not be issued pursuant to the Plan. The ordinary shares in Newco, Holdco, PIKco and Equityco will be registered (*op naam*). Ownership in Newco, Holdco, Equityco and PIKco shall be evidenced by registration in the respective shareholders registers of Newco, Holdco, Equityco and PIKco, as applicable. The Junior Creditor Holdco Warrants and Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), MIP Holdco Warrants, and MIP Equityco Warrants shall be registered (*op naam*). Ownership in Junior Creditor Holdco Warrants and Junior Creditor Equityco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), MIP Holdco Warrants, and MIP Equityco Warrants shall be evidenced by registration in the respective warrants register of Holdco and Equityco. A certificate shall be issued to evidence registration in these shareholders and warrants registers.

(b) *Undeliverable and Unclaimed Distributions.*

(i) *Holding of Undeliverable and Unclaimed Distributions.* If the distribution to any Holder of an Allowed Claim is returned to the Disbursing Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Disbursing Agent is notified in writing of such Holder's then current address.

(ii) *After Distributions Become Deliverable.* The Disbursing Agent shall make all distributions that have become deliverable or have been claimed since the Initial

Distribution Date as soon as practicable after such distribution has become deliverable or has been claimed.

(iii) *Failure to Claim Undeliverable Distributions.* Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a claim pursuant to this Plan for an undeliverable or unclaimed distribution within six months after the later of the Effective Date or the date such distribution is due shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Truvo Group or their property. In such cases, (a) any Cash for distribution on account of such claims for undeliverable or unclaimed distributions shall become the property of the Reorganized Truvo Group free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary and (b) any New Securities and Documents held for distribution on account of such Claim shall be canceled and of no further force or effect, or not issued. Nothing contained in this Plan shall require the Debtors, the Reorganized Truvo Group, or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

(iv) *No Effect on Cash Distributions.* Any Holder of an Allowed HY Notes Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) entitled to receive both a distribution of Cash and a distribution of Plan Securities may receive such Cash distribution (including, without limitation, the HY Noteholder Tax Refund Allocation) even if its distribution of Plan Securities has not yet occurred, is returned to the Disbursing Agent as undeliverable or is otherwise unclaimed.

6.5 Distribution Record Date

On the Distribution Record Date, the Claims Register shall be closed and the Disbursing Agent shall be authorized and entitled to recognize only those Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, if a Claim or Equity Interest, other than one based on a HY Note, is transferred less than 20 days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor. For the avoidance of doubt, the HY Noteholder Tax Refund Allocation will be made only to the Holders of Allowed HY Notes Claims as of the Distribution Record Date.

6.6 Allocation of Plan Distributions Between Principal and Interest

Distributions to any holder of an Allowed Claim shall, to the extent permitted by applicable law, first be allocated for income tax purposes to the principal amount of the Allowed Claim and then, to the extent that the consideration exceeds the principal amount of the Allowed Claim, to the remaining portion of such Allowed Claim, if any.

6.7 Cash Payments

Payments made pursuant to this Plan shall be made by the Disbursing Agent in Cash and by (i) checks drawn on or (ii) wire transfer from a domestic bank selected by the Disbursing Agent. Any Cash distributions required under the Plan in respect of HY Notes Claims shall be paid by the Disbursing Agent to the HY Indenture Trustee by federal funds wire transfer on the Initial Distribution Date or, the HY Noteholder Tax Refund Allocation, on the date such distributions become payable in accordance with Section 5.6(b)(viii) of this Plan. Any Cash distributions required under the Plan in respect of HY Notes Claims to foreign Creditors may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Any check issued by the Disbursing Agent shall be null and void if not negotiated within ninety (90) days after issuance and shall be deemed to be an unclaimed distribution pursuant to Section 6.4(b) of the Plan.

6.8 Withholding and Reporting Requirements

In connection with this Plan and all distributions hereunder, the Reorganized Truvo Group shall comply with all withholding and reporting requirements imposed by any U.S. federal, state or local taxing authority or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Truvo Group shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of this Plan to the contrary, (a) each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Truvo Group for the payment and satisfaction of such tax obligations. Any Cash, New Ordinary Shares, other New Securities and Documents and/or other consideration or property to be distributed pursuant to this Plan shall, pending the implementation of such arrangements, be treated as an unclaimed distribution pursuant to Section 6.4(b) of this Plan.

6.9 Setoffs

The Reorganized Truvo Group may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, but shall not be required to, set off against any Claim (other than the Senior Debt Claims, the HY Notes Claims and PIK Debt Claims), the payments or other distributions to be made pursuant to this Plan in respect of such Claim, or claims of any nature whatsoever that the Debtors or the Reorganized Truvo Group may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Truvo Group of any such claim that the Debtors or the Reorganized Truvo Group may have against such Holder.

6.10 Designated Affiliate for Distributions to Senior Lenders

In accordance with applicable law, any Holder of Senior Debt Claims (as of the Distribution Record Date) may, upon written instruction to TAC no later than the date of the Confirmation Hearing, designate one or more Affiliates of such Senior Lender to receive all or a designated portion of Senior Lender Debt Distributions and Senior Lender Equity Distributions that would otherwise have been made to such Senior Lender under the Plan; provided, however, that any affiliate so designated must qualify for an exemption of withholding taxes on interest payments made by Truvo Belgium under the New Senior Credit Agreement, and provided, however, that Reorganized Truvo may refuse to give effect to such designation if, as a result, interest payments by Truvo Belgium under the New Senior Credit Agreement would no longer qualify for an exemption from withholding taxes.

6.11 Execution of Documents by Senior Lenders

(a) As a condition precedent to receiving any Senior Lender Debt Distribution hereunder, each Senior Lender (as of the Distribution Record Date) must execute and deliver to the Disbursing Agent (i) the New Senior Credit Agreement, (ii) the New Intercreditor Agreement, and (iii) the New Indemnity. Any Senior Lender (as of the Distribution Record Date) that fails to comply before the Effective Date with the foregoing condition precedent may not participate in any Senior Lender Debt Distribution under this Plan, and all Senior Lender Debt Distributions with respect to the Allowed Senior Debt Claims (as of the Distribution Record Date) of such Senior Lender shall be treated as unclaimed distributions in accordance with Section 6.4(b) under this Plan.

(b) As a condition precedent to receiving any PIKco Distribution hereunder, each Senior Lender (as of the Distribution Record Date) that has made an Election to receive a PIKco Distribution must execute and deliver to the Disbursing Agent the New PIK Agreement and related documentation. Any Senior Lender (as of the Distribution Record Date) that fails to comply before the Effective Date with the foregoing condition precedent may not participate in any PIKco Distribution under this Plan, and all PIKco Distributions with respect to the Allowed Senior Debt Claims (as of the Distribution Record Date) of such Senior Lender shall be treated as unclaimed distributions in accordance with Section 6.4(b) under this Plan.

6.12 Execution of Documents by HY Noteholders and PIK Lenders

As a condition precedent to receiving any Junior Creditor Holdco Warrants (provided that the Requisite Junior Classes have voted to Accept the Plan), each Holder of an Allowed HY Notes Claim and Allowed PIK Debt Claim must execute and deliver to the Disbursing Agent an Acceptance Notice no later than six months following the Effective Date. Any Holder of an Allowed HY Notes Claim and/or Allowed PIK Debt Claim that fails to comply with the foregoing condition precedent within six months following the Effective Date will not receive any Junior Creditor Holdco Warrants under this Plan, and all Junior Creditor Holdco Warrants (and corresponding Junior Creditor Equityco Warrants) not so issued shall be treated as unclaimed distributions in accordance with Section 6.4(b) under this Plan.

6.13 No Fractional Shares or Warrants

There shall be no distribution of (i) fractional shares of Newco Ordinary Shares, Holdco Ordinary Shares, Equityco Ordinary Shares (including, for the avoidance of doubt, the MIP Equityco Ordinary Shares), or PIKco Ordinary Shares, or (ii) fractional Equityco Warrants or Holdco Warrants. Where a fractional share, Equityco Warrant or Holdco Warrant would otherwise be called for, the actual issuance shall reflect a rounding down of such fraction.

ARTICLE VII TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Assumption of Executory Contracts and Unexpired Leases

(a) On the Effective Date, only executory contracts and unexpired leases of the Debtors that are identified on Exhibit C hereto as Assumed Contracts (or referenced in Section 7.5 hereof) will be deemed assumed and assigned to Truvo Belgium, in accordance with and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. All other executory contracts and unexpired leases of the Debtors shall be deemed rejected as of the Effective Date (or other earlier rejection date, as applicable), including without limitation, those executory contracts and unexpired leases that (i) have been rejected by order of the Bankruptcy Court, (ii) are the subject of a motion to reject pending on the Effective Date, (iii) are identified on Exhibit D hereto (which may be amended by the Debtors to add or remove executory contracts and unexpired leases by Filing such Exhibit with the Bankruptcy Court and serving it on the affected contract parties at any time on or prior to five (5) days prior to the deadline set by the Bankruptcy Court for Filing objections to confirmation of this Plan), (iv) are rejected pursuant to the terms of this Plan, (v) are not capable of assumption pursuant to section 365(c) of the Bankruptcy Code or (vi) are being terminated or replaced in connection with the TUSA Sale or are otherwise subject to the release or discharge set forth in Articles III and X hereof.

(b) Without amending or altering any prior order of the Bankruptcy Court approving the assumption, assignment or rejection of any Assumed Contracts, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments and rejections pursuant to sections 365(a), 365(f) and 1123 of the Bankruptcy Code. To the extent any provision in any Assumed Contract assumed pursuant to this Plan (including, without limitation, any “change of control” provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the applicable member of Reorganized Truvo Group’s assumption or assignment of such Assumed Contract, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

7.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases

All proofs of claim with respect to Claims arising from or in connection with the rejection of executory contracts or unexpired leases, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court

approving such rejection or, if listed in Exhibit D, thirty (30) days after the date of entry of the Confirmation Order, as applicable. Any Claims arising from or in connection with the rejection of an executory contract or unexpired lease not Filed within such time will be forever barred from assertion against the Debtors or the Reorganized Truvo Group, their Estates or property unless otherwise ordered by the Bankruptcy Court or provided for in this Plan. All Allowed Claims arising from or in connection with the rejection of an executory contract or unexpired lease shall be treated as Allowed General Unsecured Claims.

7.3 Cure of Defaults of Assumed Executory Contracts and Unexpired Leases

(a) Any monetary amounts by which each of the Assumed Contracts is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment in Cash in the amounts set forth on Exhibit C hereto, on or as soon as practicable following the Effective Date, or on such other terms as the parties to each such Assumed Contract may otherwise agree in writing.

(b) In the event of a dispute pertaining to assumption or assignment or the cure amounts set forth in this Section 7.3 and on Exhibit C hereto, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the resolution of the dispute in accordance with this Plan. The cure amounts set forth on Exhibit C hereto shall be final and binding on all non-debtor parties (including any successors and designees) to the executory contracts and unexpired leases set forth on Exhibit C, and shall not be subject to further dispute or audit based on performance prior to the time of assumption, irrespective of the terms and conditions of such executory contracts or unexpired leases. Each counterparty to an executory contract or unexpired lease listed on Exhibit C, whether entered before or after the Petition Date, is hereby forever barred, estopped, and permanently enjoined from (i) asserting against the Reorganized Truvo Group, or the property of any of them, any default existing as of the Effective Date or, against the Reorganized Truvo Group, any counterclaim, defense, setoff or any other interest asserted or assertable against the Debtors; and (ii) imposing or charging against the Reorganized Truvo Group any accelerations, assignment fees, increases or any other fees as a result of any assumption or assignment pursuant to this Plan. To the extent that any Person fails to File a timely objection to the cure amount listed on Exhibit C or otherwise as set forth in Section 7.4 hereof, such Person is deemed to have consented to such cure amounts and the assignments of such executory contracts or unexpired leases pursuant to this Plan.

(c) Upon the assignment to Truvo Belgium of any executory contract or unexpired lease under this Plan, no default shall exist under any such contract or lease and no counterparty to any such contract or lease shall be permitted to declare a default by the Debtors or the Reorganized Truvo Group thereunder or otherwise take action against the Reorganized Truvo Group as a result of the consummation of the TUSA Sale or any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under such contract or lease. Any provision in an Assumed Contract that is assigned under this Plan which prohibits or conditions the assignment or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment, constitutes an unenforceable anti-assignment provision that is void and of no force and effect.

7.4 Objections to Rejection, Assumption, Assignment or Cure

Responses or objections, if any, to the rejection, assumption and/or assignment of the executory contracts and unexpired leases identified on Exhibit C or Exhibit D to the Plan, including the cure amounts related to any contracts or leases to be assumed under the Plan as identified on Exhibit C to the Plan, shall be Filed, together with proof of service, with the Clerk of the United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408, with one copy to chambers, such that the responses or objections are actually received no later than **4:00 p.m. (New York City Time) on September 30, 2010** (the “Confirmation Objection Deadline”) by each of the following parties:

(i) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Thomas J. Moloney, Esq., Sean A. O’Neal, Esq., and a copy to Jenner & Block, 353 N. Clark Street, Chicago, Illinois 60654-3456, Attention: Vincent E. Lazar, Esq.;

(ii) the Office of the United States Trustee, U.S. Department of Justice, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attention: Brian Masumoto, Esq.;

(iii) counsel to the CoComm, Linklaters LLP, 1345 Avenue of the Americas, New York, New York 10105, Attention: Martin Flics, Esq.;

(iv) counsel to the Senior Agent and Security Agent, Allen & Overy LLP, One Bishops Square, London, E1 6AD, fax: +44 203-088- 0088, Attention: Randal Weeks, Esq.;

(v) counsel to the Elliott Lender, Kleinberg Kaplan Wolff & Cohen, P.C., 551 Fifth Avenue, 18th Floor, New York, New York 10176, fax: 212-986-8866, Attention: Abbey Walsh, Esq.; and

(vi) counsel to the Creditors’ Committee, Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, NY 10281, Attention: Gregory M. Petrick, Esq. and Ingrid Bagby, Esq. and 700 Sixth Street, N.W., Washington, DC 20001, Attention: Marc C. Ellenberg, Esq.

Any objection to the proposed cure amount set forth on Exhibit C hereto shall state with specificity the cure amount the objecting party believes is required and provide appropriate documentation in support thereof. If any response or objection is not timely Filed and served before the Confirmation Objection Deadline, the responding or objecting party shall be barred from objecting to the rejection, assumption, assignment or cure amount provided hereunder and be precluded from being heard at the Confirmation Hearing with respect to such objection, provided, however, that any objection by the Creditors’ Committee must be filed prior to October 4, 2010 at 4:00 p.m. (the “Committee Confirmation Objection Deadline”).

7.5 Compensation and Benefit Programs

Except as otherwise expressly provided in this Plan or listed on Exhibit D, all employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their employees, retirees and non-employee directors and

the employees and retirees of its subsidiaries, including, without limitation, all compensation, incentive and bonus plans, savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, life and accidental death and dismemberment insurance plans, are treated as executory contracts under this Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Any payment obligations under any assumed employment contracts and benefit plans that have been or purport to have been terminated, accelerated or modified as a result of the commencement of any Chapter 11 Case or the consummation of any transactions contemplated by this Plan (including, without limitation, any change of control agreements) shall be Reinstated and such termination, acceleration or modification shall be rescinded and deemed not to have occurred.

ARTICLE VIII PROCEDURES FOR RESOLVING DISPUTED CLAIMS

8.1 Resolution of Disputed Claims

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Debtors and the Disbursing Agent shall have the exclusive right to make and File objections to Claims (other than Administrative Expense Claims and Professional Fees Claims to which other parties may object as set forth in Section 3.1(a) of this Plan) and shall serve a copy of each objection upon the Holder of the Claim to which the objection is made as soon as practicable, but in no event later than ninety (90) days after the Effective Date. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder thereof if service is effected in any of the following manners: (a) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim or interest or other representative identified in the proof of claim or interest or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the Holder's behalf in the Chapter 11 Cases. The Debtors and the Disbursing Agent shall be authorized to, and shall, resolve all Disputed Claims by withdrawing or settling such objections thereto or by litigating to Final Order in the Bankruptcy Court the validity, nature and/or amount thereof.

8.2 No Distributions Pending Allowance

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order and the Disputed Claim has become an Allowed Claim.

8.3 Distributions on Account of Disputed Claims Once They Are Allowed

If a Disputed Claim becomes an Allowed Claim after the Initial Distribution Date, the Disbursing Agent shall be authorized to cause a distribution to be made on account of such Disputed Claim on the date of Allowance or as soon as reasonably practicable thereafter. Such distributions will be made pursuant to the applicable provisions of Article VI of this Plan.

ARTICLE IX
CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions to Confirmation

It shall be a condition precedent to confirmation of this Plan that the Bankruptcy Court shall have entered a Confirmation Order containing the terms and conditions required by the Plan Support Agreement and the Plan Settlement Agreement.

9.2 Conditions to Obligations of Security Agent and Senior Agent

All actions to be taken by the Security Agent or the Senior Agent as contemplated by the Plan shall be subject to, respectively, the Senior Agent Conditions Precedent and the Security Agent Conditions Precedent.

For the avoidance of doubt, (1) nothing herein shall require the Security Agent to follow any instructions, other than those set out in Exhibit F, except in accordance with the Intercreditor Agreement, the Senior Facility Agreement and other Senior Finance Documents (and subject to the limitations set out therein) and which are within the power and authority of the Security Agent, as so instructed, and (2) nothing herein shall require the Senior Agent to follow any instructions of the Majority Lenders, other than those set out in Exhibit F, except in accordance with the Intercreditor Agreement, Senior Facility Agreement and other Senior Finance Documents (and subject to the limitations set out therein) and which are within the power and authority of the Senior Agent, as so instructed.

9.3 Conditions to Effective Date

Each of the following is a condition precedent to the occurrence of the Effective Date:

(a) the Confirmation Order (including any amendment or modification thereof) shall (i) have been entered by the Bankruptcy Court in form and substance (a) reasonably satisfactory to the Debtors, the CoComm and the Elliott Lender, and (b) solely with respect to the treatment provided to the HY Noteholder Classes and Classes of unsecured Claims, reasonably satisfactory to the Creditors' Committee, and (ii) not have been stayed or reversed or vacated on appeal;

(b) the satisfaction (or waiver in accordance with the terms therein) of all conditions precedent specified in the Purchase Agreement for the closing of the TUSA Sale other than the occurrence of the Effective Date or those actions specified to occur on the Effective Date;

(c) all of the conditions precedent for the closing of the Daylight Facility shall have been satisfied (or waived in accordance with the terms thereunder) other than the occurrence of the Effective Date;

(d) all of the conditions precedent for entry into the New Bank Debt and New PIK Debt shall have been satisfied or waived in accordance with the terms thereof;

(e) merger control clearance or approval of the transactions contemplated under this Plan in each jurisdiction where notification of such transactions is mandatory shall have been obtained by the issuance of a positive clearance decision from the relevant government body (or shall have been deemed to have been obtained by the expiry of the relevant waiting period or by the termination of the relevant waiting period); and

(f) notice of the projected Effective Date shall have been provided to the Creditors' Committee, the CoComm, the Elliott Lender, Security Agent and Senior Agent no later than five (5) Business Days prior to the projected Effective Date.

9.4 Waiver of Conditions

Each of the conditions set forth in Section 9.3 of this Plan (other than the condition set forth in Section 9.3(a)(i)(b)) may be waived in whole or in part by the Debtors, in consultation with and after obtaining the written consent of the Majority Supporting Senior Lenders (which consent shall not be unreasonably withheld), without any other notice to parties in interest or notice to or order of the Bankruptcy Court and without a hearing. The failure to satisfy or waive a condition to the Effective Date may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of a Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights and each right shall be deemed an ongoing right that may be asserted at any time.

For the avoidance of doubt, only the Security Agent and Senior Agent may waive, respectively, the Security Agent Conditions Precedent and Senior Agent Conditions Precedent.

9.5 Consequences of Non-Occurrence of Effective Date

If, following the entry of the Confirmation Order, (i) the Effective Date does not occur on or before December 31, 2010, or such later date as is agreed upon in writing by the Debtors and the Majority Supporting Senior Lenders, and (ii) the Plan Support Agreement or the Plan Settlement Agreement has terminated in accordance with its terms, then the Confirmation Order will be deemed vacated by the Bankruptcy Court without further notice or order. If the Confirmation Order is vacated pursuant to this Section 9.5, (a) the Debtors shall File a notice to this effect with the Bankruptcy Court, (b) this Plan shall be null and void in all respects, (c) any settlement of Claims provided for hereby shall be null and void without further order of the Bankruptcy Court, and (d) the time within which the Debtors may assume, assume and assign or reject all executory contracts and unexpired leases shall be extended for a period of sixty (60) days after the date the Confirmation Order is vacated; provided, however, that the Debtors retain their rights to seek further extensions of such deadline in accordance with, and subject to, section 365 of the Bankruptcy Code, and nothing contained in the Plan or Disclosure Statement shall (x) constitute a waiver or release of any Claims, Equity Interests, or Causes of Action, (y) prejudice in any manner the rights of any Debtor or any other Entity or (z) constitute an admission, acknowledgement, offer or undertaking of any sort by any Debtor or any other Entity.

ARTICLE X

EFFECT OF PLAN CONFIRMATION

10.1 Binding Effect; Plan Binds All Holders of Claims and Equity Interests

(a) On the Effective Date, and effective as of the Effective Date, the Plan shall, and shall be deemed to, be binding upon the Debtors and all present and former Holders of Claims against and Equity Interests in any Debtor, and their respective Related Persons, regardless of whether any such Holder of a Claim or Equity Interest has voted or failed to vote to accept or reject this Plan.

(b) Further, pursuant to section 1142 of the Bankruptcy Code and in accordance with the Confirmation Order, the Debtors and any other necessary party, including without limitation, any Holder of Senior Debt Claims (as of the Distribution Record Date and the Effective Date, as applicable), HY Notes Claims or PIK Debt Claims, shall execute, deliver and join in the execution or delivery (as applicable) of any instrument, document or agreement required to effect a transfer of property, a satisfaction of a Lien or a release of a Claim dealt with by the Plan, including the transactions set out in Section 5.3 and to perform any other act, including without limitation the execution of Mandatory Transfer Certificates and the execution of documents necessary to effectuate the New Senior Credit Agreement, the New PIK Agreement, New Intercreditor Agreement, the Shareholders' Agreement and all other documents set forth or contemplated in the Plan or Plan Supplement, that is necessary for the consummation of the Plan and the transactions contemplated herein.

(c) Without limiting Section 10.1(b) above, pursuant to the Confirmation Order, each of Holder of Senior Debt Claims (as of the Distribution Record Date), acting directly and in their individual capacities (and not otherwise), shall be obliged to execute and deliver to the Senior Agent a Mandatory Transfer Certificate.

10.2 Releases and Related Injunctions

(a) *Releases by the Debtors.* As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors and any Person seeking to exercise the rights of the Debtors' Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to unconditionally and forever release, waive and discharge all Causes of Action against each of the Released Parties in connection with or related to the Debtors, Reorganized Truvo, the Chapter 11 Cases, the Plan (other than the rights of the Debtors to enforce the Plan and the contracts, releases, indentures, and other agreements or documents delivered thereunder), that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Chapter 11 Cases, the Disclosure Statement, the Plan Support Agreement, the Plan Settlement Agreement, the Plan (including, without limitation, the solicitation of votes on the Plan), the TUSA Sale, or the Daylight Facility, and that may be asserted by the Debtors in their individual capacities or on behalf (whether directly or derivatively) of the Debtors or their Estates, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person;

provided that the foregoing shall not operate as a waiver or release from any Causes of Action arising out of the acts or omissions constituting actual or intentional fraud, gross negligence, willful misconduct or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction.

(b) *Releases by Holders of Claims.* As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a Claim against the Debtors (including any HY Noteholders, Senior Lenders and PIK Lenders) that votes to accept the Plan or that fails to vote on the Plan shall be deemed to unconditionally and forever release, waive, and discharge each of the Released Parties from any Causes of Action in connection with or related to the Debtors, the Chapter 11 Cases, the Plan Support Agreement, the Plan Settlement Agreement, or the Plan (including, without limitation, the solicitation of votes on the Plan) or the TUSA Sale (other than the rights of the Released Parties to enforce the Plan and the contracts, releases, indentures, and other agreements or documents delivered thereunder) that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date which could have been asserted by the Holders of Claims, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person; provided, however, that the foregoing shall not operate as a waiver or release from any Causes of Action arising out of the acts or omissions constituting actual or intentional fraud, gross negligence, willful misconduct or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction; provided further, for the avoidance of doubt, the releases set forth in this Section 10.2 shall not apply to any liabilities or causes of action under the New Bank Debt.

(c) Each of the releases in these foregoing Sections 10.2(a) and 10.2(b) is in addition, and without prejudice, to (i) the Release and (ii) the satisfaction, settlement, discharge and release of all Claims against the Debtors pursuant to Section 10.3 hereof.

10.3 Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order: (1) all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims of any kind or nature whatsoever against the Debtors or any of their assets or properties and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims; (2) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to Accept or reject the Plan or voted to reject the Plan; and (3) all Persons shall be precluded from asserting against the Debtors, the Debtors' Estates, Reorganized Truvo, their successors and assigns, and their assets and properties any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date. Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtors, and each of them, shall be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose on or before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code.

10.4 Preservation of Rights of Action; Settlement of Litigation Claims

(a) *Preservation of Rights of Action.* Except as otherwise provided in this Plan, the Confirmation Order or in any document, instrument, release or other agreement entered into in connection with this Plan or approved by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and their Estates shall retain the Litigation Claims. Reorganized Truvo, as the successor in interest to the Causes of Action of the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Litigation Claims. Notwithstanding the foregoing, the Debtors and Reorganized Truvo shall not File, commence or pursue any claim, right or Cause of Action under sections 547 or 548 of the Bankruptcy Code; provided, however, that, notwithstanding any statute of limitations, the Debtors and the Disbursing Agent shall have the right to assert or raise such Litigation Claims (a) as defenses or counterclaims (up to the amount asserted in the Claims against the Debtors) with respect to any Disputed Claim and (b) in connection with the Claims objection process with respect to a Claim that is not an Allowed Claim, in which case such Litigation Claim can be raised as an objection to such Claim and not as defenses or counterclaims.

(b) *Settlement of Litigation Claims.* At any time after the Confirmation Date and before the Effective Date, notwithstanding anything in this Plan to the contrary, the Debtors may settle any or all of the Litigation Claims with the approval of the Bankruptcy Court pursuant to Bankruptcy Rule 9019. After the Effective Date, the Disbursing Agent may, and shall have the exclusive right to, compromise and settle any Claims against them and claims they may have against any other Person or Entity, including, without limitation, the Litigation Claims, without notice to or approval from the Bankruptcy Court, including, without limitation, any and all derivative actions pending or otherwise existing against the Debtors as of the Effective Date.

10.5 Exculpation and Limitation of Liability

The Released Parties shall not have or incur any liability to, or be subject to any right of action by, any Holder of any Claim against or an Equity Interest in the Debtors, or any other party in interest, or any of their respective Related Persons, for any act or omission in connection with, or arising out of, the Chapter 11 Cases, formulating, negotiating, or implementing the Plan Support Agreement, Plan Settlement Agreement, Purchase Agreement and this Plan, the solicitation of acceptances of this Plan, the confirmation of this Plan, the consummation of this Plan or the administration of this Plan or the property to be distributed under this Plan, the offer and issuance of any securities under the Plan, including, without limitation, the steps taken to effectuate the transactions described in Section 5.3 hereof, except for acts or omissions constituting actual or intentional fraud, gross negligence, willful misconduct or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction.

10.6 Injunction

(a) Except as otherwise provided in this Plan or in any document, instrument, release or other agreement entered into in connection with this Plan or approved by order of the Bankruptcy Court, the Confirmation Order shall provide, among other things, that from and after the Effective Date all Persons or Entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors are (i) permanently enjoined from taking any of the following actions against the Estate(s) or any of their property on account of any such Claims or Equity Interests and (ii) permanently enjoined from taking any of the following actions against any of the Debtors, the Reorganized Truvo Group or their property on account of such Claims or Equity Interests: (A) commencing or continuing, in any manner or in any place, any action or other proceeding; (B) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (C) creating, perfecting, or enforcing any Lien or encumbrance; (D) asserting a setoff or right of subrogation of any kind against any debt, liability or obligation due to the Debtors; and (E) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such Persons or Entities from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered under or in connection with this Plan.

(b) By accepting distributions pursuant to this Plan, each Holder of an Allowed Claim will be deemed to have specifically consented to the injunctions set forth in this Section 10.6.

(c) As to the Internal Revenue Service (the “IRS”) nothing in this Plan or the Confirmation Order, including this Section 10.6 of the Plan, shall discharge, release, or otherwise preclude any valid right of setoff or recoupment against a Debtor or Reorganized Debtor.

10.7 Term of Bankruptcy Injunction or Stays

All injunctions or stays provided for in the Chapter 11 Cases under section 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 Effective Date.

10.8 Termination of Subordination Rights and Settlement of Related Claims

The classification and manner of satisfying all Claims and Equity Interests under this Plan take into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510(b) or 510(c) of the Bankruptcy Code or otherwise. All subordination rights that a Holder of a Claim or Equity Interest may have with respect to any distribution to be made pursuant to this Plan will be discharged and terminated and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to this Plan to Holders of Allowed Claims will not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered under or in connection with this Plan.

ARTICLE XI RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain jurisdiction over all matters arising in, arising under and/or related to the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any objections to the allowance or priority of Claims or Equity Interests;
- (b) resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor or any member of the Reorganized Truvo Group may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;
- (c) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;
- (d) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;
- (e) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases and other

agreements or documents created in connection with this Plan, the Disclosure Statement or the Confirmation Order;

(f) resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of this Plan, including, without limitation, any other contract, instrument, release or other agreement or document that is executed or created pursuant to this Plan, or any Entity's rights arising from or obligations incurred in connection with this Plan or such documents;

(g) modify this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, this Plan, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate this Plan;

(h) hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 327, 330, 331, 363, 503(b), 1103 and 1129(c)(9) of the Bankruptcy Code; provided, however, that from and after the Effective Date the payment of fees and expenses of the Reorganized Truvo Group, including counsel fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(i) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation, implementation or enforcement of this Plan or the Confirmation Order;

(j) hear and determine causes of action by or on behalf of the Debtors or the Reorganized Truvo Group;

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

(l) hear and determine matters concerning the Purchase Agreement;

(m) hear and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated, or distributions pursuant to this Plan are enjoined or stayed;

(n) determine any other matters that may arise in connection with or related to this Plan, the Confirmation Order or any contract, instrument, release (including the releases in favor of the Released Parties) or other agreement or document created in connection with this Plan or the Confirmation Order;

(o) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(p) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code; and

(q) enter orders closing the Chapter 11 Cases.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Effectuating Documents and Further Transactions

Each of the Debtors and the Reorganized Truvo Group are authorized to execute, deliver, file or record such contracts, instruments, releases, consents, certificates, resolutions, programs and other agreements and/or documents and take such acts and actions as may be reasonable, necessary or appropriate to effectuate, implement, consummate and/or further evidence the terms and conditions of this Plan, any notes or securities issued pursuant to this Plan, and any transactions described in or contemplated by this Plan, including, without limitation the TUSA Sale.

12.2 Authority to Act

Prior to, on or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, partners, managers, members or other owners of one or more of the Debtors or the Reorganized Truvo Group shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable law of the states or jurisdictions in which the Debtors or the members of the Reorganized Truvo Group are formed, without any requirement of further vote, consent, approval, authorization or other action by such stockholders, security holders, officers, directors, partners, managers, members or other owners of such entities or notice to, order of or hearing before the Bankruptcy Court.

12.3 Exemption from Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, (a) the issuance, Transfer or exchange (or deemed issuance, Transfer or exchange) of the Plan Securities; (b) the consummation of the TUSA Sale; (c) the creation of any mortgage, deed of trust, Lien, pledge or other security interest; (d) the making or assignment of any lease or sublease; or (e) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan (including, without limitation, any merger agreements, agreements of consolidation, restructuring, disposition, liquidation, dissolution, deeds, bills of sale and transfers of tangible property) will not be subject to any stamp tax, recording tax, personal property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders) or other similar taxes in the United States. Unless the Bankruptcy Court orders otherwise, all sales, transfers and assignments of owned and leased property approved by the Bankruptcy Court on or prior to the Effective Date shall be deemed to have been in furtherance of or in connection with this Plan.

12.4 Bar Dates for Administrative Expense Claims

Holders of alleged Administrative Expense Claims (other than Professional Fees Claims) not paid prior to the Effective Date shall submit proofs of Claim on or before the Administrative Expense Claims Bar Date or forever be barred from doing so (unless such alleged Administrative Expense Claim is incurred in the ordinary course of business by the Debtors and is not yet past-due, in which case the applicable Administrative Expense Claims Bar Date shall be thirty (30) days after such due date or as otherwise ordered by the Bankruptcy Court). The Debtors and Reorganized Truvo shall have thirty (30) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Expense Claims Bar Date to review and File objections to such Administrative Expense Claims, if necessary. In the event an objection is Filed as contemplated by this Section 12.4, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

12.5 Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28, United States Code, as determined by the Bankruptcy Court, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

12.6 Amendment or Modification of the Plan

Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123 and 1125 of the Bankruptcy Code, the Debtors reserve the right to alter, amend or modify this Plan, with the written consent of the CoComm, the Elliott Lender, and, solely with respect to the treatment provided to the HY Noteholder Classes and Classes of unsecured Claims, the Creditors' Committee, which consent (in each case) shall not be unreasonably withheld, at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan. A Holder of a Claim that has Accepted this Plan shall be deemed to have Accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

12.7 Severability of Plan Provisions

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.8 Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtors and their respective successors and assigns, including, without limitation, the Reorganized Truvo Group. The rights, benefits and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

12.9 Revocation, Withdrawal, or Non-Consummation

Subject to the terms of the Plan Support Agreement and the Plan Settlement Agreement, the Debtors reserve the right to revoke or withdraw this Plan as to any or all of the Debtors prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan as to any or all of the Debtors, or if confirmation or consummation as to any or all of the Debtors does not occur, then, with respect to such Debtors, except as otherwise provided by the Debtors, (a) this Plan shall be null and void in all respects, (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of executory contracts or leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Person or Entity, (ii) prejudice in any manner the rights of such Debtors or any other Person or Entity or (iii) constitute an admission of any sort by the Debtors or any other Person or Entity.

12.10 Notice

All notices, requests and demands to or upon the Debtors or Reorganized Truvo to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to any Debtor:

Truvo Acquisition Corp.
1209 Orange Street
Wilmington, DE 19801
Attention: Marc C. F. Goegebuer
Fax: +32 (0) 3 285 6400

If to any member of Reorganized Truvo Group:

Truvo NV
De Keyserlei 5, Box 7,
2018 Antwerp,
Belgium
Attention: Marc C. F. Goegebuer
Fax: +32 (0) 3 285 6400

in each case, with
copies (which shall
not constitute notice
hereunder) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Attention: Thomas J. Moloney
Sean A. O'Neal
Fax: (212) 225-3999

and

Jenner & Block
353 N. Clark Street
Chicago, Illinois 60654-3456
Attention: Vincent E. Lazar, Esq.
Fax: (312) 840-7389

and

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Attention: Gregory M. Petrick, Esq.
Ingrid Bagby, Esq.

12.11 Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document, Plan Exhibit or Plan Supplement Exhibit provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

12.12 Tax Reporting and Compliance

Each member of the Reorganized Truvo Group is hereby authorized, on behalf of each of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

12.13 Fees and Expenses

From and after the Effective Date, the Reorganized Truvo Group may, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of Professionals employed by the Debtors or the Reorganized Truvo Group thereafter incurred, including those fees and expenses incurred in connection with the implementation and consummation of this Plan.

12.14 Dissolution of Creditors' Committee

The Creditors' Committee appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code shall be dissolved on the Effective Date.

12.15 Filing of Additional Documents

On or before substantial consummation of this Plan, the Debtors shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

Dated: October 5, 2010
New York, New York

Respectfully Submitted,

TRUVO USA LLC

By: /s/ Marc C. F. Goegebuer
Name: Marc C. F. Goegebuer
Title: Manager

TRUVO PARENT CORP.

By: /s/ Marc C. F. Goegebuer
Name: Marc C. F. Goegebuer
Title: Director and CFO

TRUVO INTERMEDIATE LLC

By: /s/ Marc C. F. Goegebuer
Name: Marc C. F. Goegebuer
Title: Manager

TRUVO SUBSIDIARY CORP.

By: /s/ Marc C. F. Goegebuer
Name: Marc C. F. Goegebuer
Title: Director and CFO

TRUVO ACQUISITION CORP.

By: /s/ Marc C. F. Goegebuer
Name: Marc C. F. Goegebuer
Title: Director and CFO

Thomas J. Moloney
Sean A. O'Neal
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000

Counsel for the Debtors and Debtors-in-Possession

EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT A

PURCHASE AGREEMENT

PURCHASE AGREEMENT

by and among

TRUVO ACQUISITION CORP.,

TRUVO N.V.,

and

TRUVO USA LLC

dated as of

[•], 2010

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Schedule 3.06	Brokers, Investment Banks and Financial Advisers

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “Agreement”), dated as of [●], 2010, is by and among Truvo Acquisition Corp., a Delaware corporation (“Seller”), Truvo N.V., a Belgian company limited by shares (*naamloze vennootschap / société anonyme*) (“Purchaser”) and Truvo USA LLC, a Delaware limited liability company (the “Company” and, together with Purchaser and Seller, the “Parties,” and each, individually, a “Party”).

RECITALS

WHEREAS, Seller owns 100% of the issued and outstanding Equity Interests (the “Company Interests”) of the Company;

WHEREAS, Seller, Purchaser and the Company, along with certain other parties as described therein, entered into that certain Plan Support Agreement dated as of [●], 2010 (the “PSA”), attached hereto as Exhibit A;

WHEREAS, Truvo Parent Corp., Truvo Intermediate LLC, Truvo Subsidiary Corp., Seller, the Company (collectively, the “Filing Entities”) and certain of the Company’s direct and indirect subsidiaries (collectively with the Filing Entities, the “Truvo Entities”) are restructuring their financial obligations under the Senior Facility Agreement, the HY Indenture, and the PIK Loan Agreement through the commencement of jointly administered cases under chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the Bankruptcy Court (as defined below) with respect to each Filing Entity (collectively, the “Chapter 11 Cases”);

WHEREAS, the parties to the PSA agreed to support the financial restructuring (the “Financial Restructuring”) of the obligations of certain Truvo Entities in accordance with the terms and conditions of the PSA and pursuant to a joint plan of reorganization for the Filing Entities (as it may be amended or otherwise modified in accordance with the PSA, the “Plan”), attached hereto as Exhibit B;

WHEREAS, on [●], 2010 the Senior Agent, pursuant to the instruction of the Majority Lenders and as contemplated by the Plan, delivered to, amongst others, Seller an acceleration notice with respect to amounts outstanding under the Senior Facility Agreement and also delivered to Seller a demand in respect of Seller’s guarantee of the obligations under the Senior Facility Agreement (collectively, the “Acceleration And Demand Notices”);

WHEREAS, as of the date hereof, Seller has not satisfied or otherwise paid the amounts demanded in the Acceleration And Demand Notices;

WHEREAS, on [●], 2010 the Senior Agent, pursuant to the instruction of the Majority Lenders and as contemplated by the Plan, delivered to Seller a request that Seller execute this Agreement to sell or dispose of the Company Interests;

WHEREAS, Seller intends to sell and Purchaser intends to purchase, the Company Interests pursuant to this Agreement and in accordance with the Plan;

WHEREAS, Purchaser intends to enter into a short-term financing facility as contemplated in the PSA (the “Daylight Facility Agreement”) with the lender(s) thereunder (the “Daylight Funder”), for the purpose of funding Purchaser’s purchase of the Company Interests;

WHEREAS, the Plan provides for, among other things, the authorization of this Agreement, the implementation of the transactions contemplated hereby, the treatment of certain Claims against the Filing Entities and the treatment of Equity Interests in the Filing Entities and the liquidation of certain of the Filing Entities on or around the Effective Date (as defined below); and

WHEREAS, the transactions described herein, including without limitation the sale of the Company Interests, are not prohibited by the terms of the Intercreditor Agreement.

AGREEMENT

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

I. DEFINITIONS

1.01 Definitions. Capitalized terms used but not defined herein have the meaning given to such terms in the PSA. The following terms, as used herein, have the following meanings:

“Acceleration and Demand Notices” has the meaning set forth in the preamble to this Agreement.

“Action” means any civil, criminal or administrative claim, demand, action, suit, proceeding (public or private), investigation, hearing, litigation, prosecution, arbitration, mediation, audit by or before any Governmental Authority.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise; provided that, with respect to Seller, the Company and any of their respective Subsidiaries, the term “Affiliate” shall not include (i) Purchaser, Holdco, Equityco, PIKco or Truvo Luxembourg S.à.r.l., (ii) any Senior Lender, HY Noteholder or PIK Lender in its capacity as an owner of Equity Interests, directly or indirectly, in, any entity listed in the preceding clause (i), (iii) any owner of Equity Interests in Truvo Luxembourg S.à.r.l. or (iv) any Subsidiary of Purchaser.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Bankruptcy Code” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or such other court of competent jurisdiction.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York, London, United Kingdom or Brussels, Belgium are authorized or required by Law to close.

“Cash Purchase Price” means €600,000,000.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Closing” has the meaning set forth in Section 2.03.

“Closing Date” has the meaning set forth in Section 2.03.

“Company” has the meaning set forth in the recitals to this Agreement.

“Company Interests” has the meaning set forth in the recitals to this Agreement.

“Contract” means any agreement, contract, commitment, instrument, undertaking, lease, note, mortgage, indenture, sales or purchase order, license or arrangement, whether written or oral.

“Daylight Facility Agreement” has the meaning set forth in the recitals to this Agreement.

“Daylight Funder” has the meaning set forth in the recitals to this Agreement.

“Disclosure Statement” means the written disclosure statement that relates to the Plan approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code as such disclosure statement may be amended, modified or supplemented (and all exhibits and schedules annexed thereto or referred to therein) that was prepared and distributed in accordance with section 1125 of the Bankruptcy Code and rule 3018 of the Federal Rules of Bankruptcy Procedure.

“Effective Date” means the date of substantial consummation of the Plan.

“Equity Interests” means (i)(A) with respect to any corporation, any and all shares, interests, participations or other equivalents of capital stock of such corporation, however designated, including without limitation common stock and preferred stock, and (B) with respect to any partnership or limited liability company, any and all partnership or limited liability company interests, units, participations or equivalents of partnership or limited liability company interests of such partnership or limited liability company, however designated, and, (ii) in each case, any subscriptions, options, warrants, calls, puts, convertible or exchangeable securities, conversion rights, other securities of the nature as contemplated by Section 3.05(b) or other Contracts obligating such entity to issue, deliver or sell, or cause to be issued, delivered or sold, such interests.

“Filing Entities” has the meaning set forth in the recitals to this Agreement.

“Financial Restructuring” has the meaning set forth in the recitals to this Agreement.

“Funds Flow Agreement” means the Funds Flow Agreement by and among Daylight Funder, Seller, Purchaser and Senior Agent that regulates the funding and payment of the Cash Purchase Price in substantially the form attached hereto as Exhibit C.

“Governmental Authority” means any federal, state, local or foreign government (including any political or other subdivision or judicial, legislative, executive, regulatory or administrative branch, agency, commission, authority, court, tribunal or arbitrator or other body of any of the foregoing).

“IFRS” means generally accepted International Financial Reporting Standards.

“Indebtedness” of any Person means, without duplication, (i) any indebtedness for borrowed money, whether secured or unsecured, or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture, letter of credit, guarantee, or other similar instruments for the payment of which such Person is responsible or liable, or any liabilities in respect of mandatorily redeemed or purchasable Equity Interests or securities convertible into Equity Interests, (iii) any obligations as lessee under capital leases, (iv) obligations under conditional sale or other title retention agreements relating to property purchased by such Person, (v) any guaranty of any of the foregoing (including with respect to any third party), (vi) all other obligations of such Person that are required to be reflected as debt obligations of such Person in accordance with IFRS, or (vii) any fees, penalties, premiums (in the case of prepayments or otherwise) or accrued and unpaid interest with respect to the foregoing.

“JV Interests” means (i) the 400 shares of Axesa Servicios de Información, Inc., a stock corporation existing under the Laws of Puerto Rico, which constitute 40% of the Equity Interests therein and are owned by the Company, (ii) the 36.9% of membership interests owned by the Company, and the 1.0% of membership interests owned by Axesa Servicios de Información, Inc., in Axesa Servicios de Información, S en C., a mercantile limited partnership existing under the Laws of Puerto Rico and (iii) the 35,100 shares of Trudon (Pty) Ltd., a private company existing under the Laws of South Africa, which constitute 35.1% of the Equity Interests therein and are owned by Truvo Services South-Africa (Pty) Ltd.

“Law” means any statute, law, ordinance, regulation, rule, code or other requirement of a Governmental Authority or any Order.

“Lien” has the meaning set forth in the Plan.

“Notice” has the meaning set forth in Section 12.01.

“Order” has the meaning set forth in Section 9.01(a).

“Ordinary Course of Business” means, with respect to a Person, conduct of the Person that is (i) consistent with the past practices of such Person prior to the commencement of the

Chapter 11 Cases and is taken in the ordinary course of the normal day-to-day operations, customs, practices and procedures of such Person or, (ii) following the filing of the Chapter 11 Cases, consistent with the past practices of such Person since the filing of the Chapter 11 Proceedings taken in the ordinary course of the day-to-day operations, customs, practices and procedures of such Person, as such practice may be modified from time to time as a result of the Chapter 11 Cases or otherwise authorized under 11 U.S.C. §363(c).

“Parties” has the meaning set forth in the preamble to this Agreement.

“Party” has the meaning set forth in the preamble to this Agreement.

“Person” means an individual, corporation, general or limited partnership, limited liability company, association, joint venture, company, trust or other entity or organization, including a Governmental Authority.

“Plan” has the meaning set forth in the recitals to this Agreement.

“Plan Documents” means the Plan, the PSA, the Plan Term Sheet attached as Exhibit A to the PSA, the Daylight Facility Agreement and orders of the Bankruptcy Court relating to the use of cash collateral by the Filing Entities.

“Preparing Party” has the meaning set forth in Section 8.02(b).

“PSA” has the meaning set forth in the recitals to this Agreement.

“Purchaser” has the meaning set forth in the preamble to this Agreement.

“Purchaser Tax Returns” has the meaning set forth in Section 8.03(a)(i).

“Representatives” means, with respect to any Person, such Person’s officers, directors, employees, advisors, counsel, financial advisors, auditors, stockholders, partners, members and agents.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Security Agent” means J.P. Morgan Europe Limited in its capacity as Security Agent under the Intercreditor Agreement.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Seller Scheduled Liens” means any Lien in favor of (i) the Security Agent under the Senior Finance Documents (as defined in the Senior Facility Agreement) or (ii) the Security Agent in respect of the HY Notes.

“Senior Agent” means J.P. Morgan Europe Limited in its capacity as Senior Agent under the Senior Facility Agreement.

“Subsidiary” of any Person means another Person in which the first Person owns or controls, directly or indirectly, either (i) 50% or more of the Equity Interests in a Person or (ii) any other amount of the Equity Interests, voting ownership or voting partnership interests which is sufficient to elect at least a majority of its board of directors or other governing body of a Person; provided, that to the extent under applicable Law any other Person constitutes a “subsidiary” of the Company or any of the Company’s subsidiaries, such Person shall be deemed to be a “subsidiary” of the Company for purposes of this Agreement.

“Tax” means all taxes, fees, levies or other assessments imposed by a Taxing Authority, including income, gross receipts, excise, real and personal property, municipal, capital, sales, use, transfer, license, payroll and franchise taxes, and such term will include any interest, penalties, or additions to tax attributable to such taxes, fees, levies or other assessments or to the failure to properly comply with information reporting requirements relating to taxes.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Tax Proceeding” has the meaning set forth in Section 8.03(b).

“Tax Returns” means any return, report or information return required to be filed with any Taxing Authority in connection with Taxes, and any supplement, schedule or amendment thereto.

“Taxing Authority” means any Governmental Authority responsible for the administration or imposition of any Tax.

“Transfer Taxes” has the meaning set forth in Section 8.02(b).

“Truvo Entities” has the meaning set forth in the recitals to this Agreement.

1.02 Other Definitional and Interpretative Provisions. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to terms used in the singular in this Agreement will also include the plural and vice versa. The captions and headings herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. The phrases “the date of this Agreement,” “the date hereof” and phrases of similar import, unless the context otherwise requires, will be deemed to refer to the date set forth in the preamble to this Agreement. Purchaser and Seller have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Purchaser and Seller, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

II. PURCHASE AND SALE

2.01 Purchase, Sale and Assumption. On the terms and subject to the conditions hereof, at the Closing, Purchaser shall purchase from Seller and Seller shall sell and transfer to Purchaser, the Company Interests, free and clear of any Liens and Purchaser shall purchase the Company Interests for the amount specified in Section 2.02.

2.02 Cash Purchase Price. On the terms and subject to the conditions hereof, at the Closing, in consideration for Seller's transfer of the Company Interests to Purchaser, Purchaser shall pay or cause to be paid to Seller the Cash Purchase Price in accordance with the terms and conditions of the Funds Flow Agreement.

2.03 Closing; Closing Deliveries and Actions.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place (i) at the offices of Cleary Gottlieb Steen & Hamilton LLP located at Rue de la Loi 57, 1040 Brussels, Belgium (or at such other place as the Parties may agree in writing) on the Effective Date, or (ii) at such other date or place as the Parties may agree in writing (the date on which the Closing occurs, the "Closing Date"). Legal title, equitable title and risk of loss with respect to the Company Interests will transfer to Purchaser at the Closing.

(b) Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller the following:

(i) the Cash Purchase Price pursuant to Section 2.02;

(ii) a certificate, in customary form and substance, dated the Closing Date, executed by the Managing Director of Purchaser, on behalf of Purchaser and not in such officer's individual capacity, certifying (x) that attached thereto is a true, correct and complete copy of the charter of Purchaser, including all amendments thereto, as in effect on the Closing Date, and (y) that attached thereto is a true and complete copy of the resolutions duly adopted by the board of directors of Purchaser authorizing the execution and delivery of this Agreement and the transactions contemplated hereby, and that such resolutions have not been modified, rescinded or amended and are in full force and effect as of the Closing Date; and

(iii) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

(c) Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

(i) a certified copy of the confirmation order as entered by the Bankruptcy Court;

(ii) a certificate in customary form and substance, dated the Closing Date, executed by an authorized officer, member or partner of each of Seller and the Company, on behalf of each of Seller or the Company, as applicable, and not in such officer's, member's or partner's individual capacity, certifying: (x) that attached thereto is a true, correct and complete

copy of the organizational documents of Seller, and the Company, as applicable, including all amendments thereto, as in effect on the Closing Date; (y) that attached thereto is a true and complete copy of the resolutions duly adopted by the board of directors (or equivalent governing body) of Seller authorizing the execution and delivery of this Agreement and the transactions contemplated hereby, and that such resolutions have not been modified, rescinded or amended and are in full force and effect as of the Closing Date; and (z) as to the incumbency of the Seller's and Company's officers and their signatures;

(iii) a certificate signed by Seller dated as of the Closing Date, in the form required by the Treasury Regulations issued under Section 1445 of the Tax Code, to the effect that Seller is not a foreign person for purposes of Section 1445 of the Tax Code; and

(iv) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that:

3.01 Organization.

(a) Seller is a corporation duly formed, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own and to convey the Company Interests as contemplated by this Agreement.

(b) The Company is a limited liability company, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its properties and assets and to carry on its business as it is now conducted.

3.02 Authority; Enforceability. Seller has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Seller, and no other corporate action on the part of Seller is necessary pursuant to its governing documents or the Laws of its jurisdiction of formation to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and, assuming due authorization, execution and delivery by Purchaser, constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

3.03 Non-Contravention. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby and the compliance by Seller, the Company and the Subsidiaries of the Company with the applicable terms and conditions hereof, do not and will not (a) conflict with, contravene, or violate the organizational or governing documents of Seller, the Company or the Subsidiaries of the Company, (b) conflict with, contravene, or violate any Law applicable to Seller, the Company or the Subsidiaries of the Company, or (c) result in any breach or violation of or constitute a default (or an event which

with notice would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, modification, amendment or acceleration of (whether after the filing of notice or otherwise), or require any notice under, any Contract or Permit of the Seller, the Company or any of the Subsidiaries of the Company, except in the case of clause (c), such breach, default, loss, right or other occurrence that has not had and would not reasonably be expected to materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

3.04 Ownership of Company Interests. Seller has provided Purchaser with a true and complete copy of the limited liability certificate of formation of the Company, along with all filings relating to the Company's transformation from a corporation to limited liability company under the Laws of the State of Delaware. As of the execution of this Agreement, Seller is the sole legal and beneficial owner of the Company Interests free and clear of all Liens other than Seller Scheduled Liens. As of the Closing, Seller is the sole legal and beneficial owner of the Company Interests free and clear of all Liens. Except with respect to the transactions contemplated by this Agreement, Seller is not a party to any agreement, arrangement or understanding relating to the sale or disposition of all or any part of the Company Interests. As of the Closing, there are no outstanding subscriptions, options, warrants, calls, puts, convertible or exchangeable securities, conversion rights or other Contracts of any nature to which Seller or the Company is bound obligating it to issue, deliver, transfer or sell, or cause to be issued, delivered, transferred or sold, Equity Interests of the Company or any securities or obligations convertible into or exchangeable for Equity Interests of the Company or to grant, extend or enter into any such option, warrant, call, put, convertible security or other Contract.

3.05 Subsidiaries.

(a) Schedule 3.05(a) sets forth each Subsidiary of the Company, its respective jurisdiction of incorporation or formation and the Company's direct or indirect percentage ownership interest in such Subsidiaries. All issued and outstanding Equity Interests in each Subsidiary of the Company are duly authorized, validly issued, fully paid and nonassessable, and are not subject to or issued in violation of any purchase option, call option, voting trust agreement, proxy, right of first refusal, preemptive right or subscription right or organizational documents of such Subsidiary or any Contract to which such Subsidiary is a party or otherwise bound. Except as set forth on Schedule 3.05(a), (i) as of the execution of this Agreement, all of the outstanding Equity Interests in each Subsidiary of the Company are owned, directly or indirectly, by the Company, free and clear of all Liens, other than Seller Scheduled Liens, and (ii) as of the Closing of this Agreement, all of the outstanding Equity Interests in each Subsidiary of the Company are owned, directly or indirectly, by the Company, free and clear of all Liens. Seller has furnished or made available to Purchaser correct and complete copies of the organizational documents of the Company and each of its Subsidiaries.

(b) There are no options, warrants or other securities authorized, issued or outstanding, calls, puts, purchase rights, subscription rights, exchange rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, Contracts or undertakings of any kind to which the Company or any of its Subsidiaries is a party or by which it is bound (i) obligating the Company or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional Equity

Interests in, or any security convertible or exercisable for or exchangeable into any Equity Interests in, or any contractual rights containing any equity features (including stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company or any of its Subsidiaries), the Company or any of its Subsidiaries or (ii) obligating the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, unit, Contract or undertaking. There are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Interests in the Company or any of its Subsidiaries.

(c) With the exception of Equity Interests in Purchaser, Holdco, PIKco, Equityco and Subsidiaries of the Company and the JV Interests, as of the date of this Agreement, neither the Company nor any of its Subsidiaries owns, directly or indirectly, any Equity Interests, joint venture interest or other equity interest in any Person. There are no Contracts that require the Company or any of its Subsidiaries to make any investments (in the form of a loan, capital contribution or otherwise) in any Person.

3.06 Brokers, Investment Banks and Financial Advisers. Except as provided on Schedule 3.06, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller, the Company or any of their respective Subsidiaries.

3.07 No Other Representations or Warranties. Except for the representations and warranties of Seller expressly set forth in this Agreement, neither Seller nor any other Person makes any other express or implied representation or warranty on behalf of Seller with respect to Seller, the Company or any of their respective Subsidiaries or the transactions contemplated by this Agreement.

IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

4.01 Organization. Purchaser is a Belgian company limited by shares (*naamloze vennootschap / société anonyme*) duly formed and validly existing under the Laws of Belgium.

4.02 Authority; Enforceability. Purchaser has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Purchaser, and no other corporate action on the part of Purchaser is necessary pursuant to its governing documents or the Laws of its jurisdiction of organization to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery by Seller, constitutes a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

4.03 Non-Contravention. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby and the compliance by Purchaser with the applicable terms and conditions hereof, do not and will not (a) conflict with, contravene or violate its organizational documents, (b) conflict with contravene or violate any Law applicable to Purchaser or (c) result in any breach or violation of or constitute a default (or an event which with notice would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, modification, amendment or acceleration of (whether after the filing of notice or otherwise), any Contract or permit to which Purchaser is a party or by which Purchaser or any of Purchaser's properties or assets are bound, except in the case of clause (c), such breach, default, loss, right or other occurrence has not had and, would not reasonably be expected to, individually or in the aggregate, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

4.04 Investment Intent. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act. Purchaser understands that the Company Interests have not been registered under the Securities Act. Purchaser is acquiring the Company Interests for its own account, for the purpose of investment only and not with a view toward any sale or distribution thereof, except in compliance with the Securities Act.

4.05 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

4.06 No Other Representations or Warranties. Except for the representations and warranties of Purchaser expressly set forth in this Agreement, neither Purchaser nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser with respect to Purchaser or the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that it has relied solely on the representations and warranties made in this Agreement with respect to Seller, the Company and their respective Subsidiaries and the Company Interests and the transactions contemplated by this Agreement and has not relied on any other representations and warranties Seller may have given Purchaser. Seller acknowledges and agrees that all other warranties that Purchaser or anyone purporting to represent Purchaser gave or might have given, or that might be provided or implied by applicable Law or commercial practice, regarding the transactions contemplated hereby, are hereby expressly excluded. Purchaser acknowledges and agrees that it has made its own independent and comprehensive due diligence analysis and decision to purchase the Company Interests and to enter into the transactions contemplated hereby.

4.07 No Knowledge of Inaccuracies. As of the date of this Agreement, to the knowledge of Purchaser, none of Seller's representations or warranties in Article III is inaccurate.

V. COVENANTS OF SELLER

5.01 Conduct of the Business. Except as otherwise set forth in the Plan Documents or this Agreement, from the execution of this Agreement until the Closing, Seller shall cause the

Company and its Subsidiaries to operate in the Ordinary Course of Business and to use their respective commercially reasonable efforts to preserve intact their business and their relationships with their respective customers, suppliers, creditors, officers and employees. Without limiting the generality of the foregoing, from the date of the Agreement until the Closing, except as set forth in the Plan Documents or this Agreement, required by applicable Law or consented to in writing by Purchaser, Seller shall cause the Company and each Subsidiary of the Company not to:

(a) transfer, sell, lease, license, surrender, divest, or cancel, abandon or allow to lapse or expire or otherwise dispose of in favor of, any third party or Purchaser or its Affiliates (i) any of its material assets, other than in the Ordinary Course of Business, or (ii) any of its product lines or businesses, including Equity Interests in any of its Subsidiaries;

(b) subject to any Lien (other than Liens incurred in the Ordinary Course of Business) any of its material properties or assets;

(c) redeem, repurchase or otherwise acquire, or adjust, split, combine, subdivide or reclassify, any of its Equity Interests or issue, reissue, deliver, transfer, pledge, encumber, dispose of or otherwise distribute or cause to be granted to any third party or Purchaser or its Affiliates any Equity Interests of or in the Company or any of its Subsidiaries, or securities convertible or exchangeable into or exercisable for any of such Equity Interests, or any options, warrants, calls, rights, convertible securities or other rights, agreements or commitments of any kind pursuant to which it would be obligated to issue or sell any Equity Interests or split, combine or reclassify any of its Equity Interests or authorize or propose to take any such action;

(d) adopt, modify or propose an amendment or modification to any of its organizational documents;

(e) incur, assume or guarantee any Indebtedness other than in the Ordinary Course of Business or pay, discharge or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction of any Indebtedness that is to be satisfied at the Closing in accordance with this Agreement or the payment, discharge or satisfaction or other claims, liabilities or obligations in the Ordinary Course of Business;

(f) declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any class or series of its Equity Interests; or

(g) agree or commit to do any of the foregoing.

VI. COVENANT OF PURCHASER

Other than with respect to Tax matters, which are governed solely by Article VIII, after the Closing, Purchaser will furnish, during normal business hours, to Seller, and its Representatives such financial and operating data and other information relating to the Company and its Subsidiaries as Seller may reasonably request, provided that such requested cooperation does not unreasonably interfere with the business of Purchaser, the Company or its Subsidiaries.

VII. COVENANTS OF PURCHASER AND SELLER

7.01 Commercially Reasonable Efforts; Further Assurances. Each of Purchaser and Seller will, from time to time, use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and assist and cooperate with the other in doing, all things necessary, proper or advisable under applicable Law to consummate, in the most expeditious manner practicable, the transactions contemplated by this Agreement (and will take all steps to cause the conditions in Article IX to be satisfied).

7.02 Notices of Certain Events. From the execution of this Agreement until the Closing, each Party will promptly notify the other Parties of:

(a) any material notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any written notice or other written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(c) any change or fact of which it is aware that will or is reasonably expected to result in any of the conditions set forth in Article IX becoming incapable of being satisfied;

provided, however, that the delivery of any Notice pursuant to this Section 7.02 will not limit or otherwise affect the representations and warranties of the delivering Party or remedies available hereunder to the Parties receiving that Notice.

VIII. TAX MATTERS

8.01 General. Notwithstanding any other provision in this Agreement, this Article VIII will exclusively govern Tax matters.

8.02 Tax Records.

(a) As promptly as practicable following the Closing, Seller shall provide to Purchaser copies of all books and records with respect to Taxes pertaining to the Company or any of its Affiliates, or any affiliated or consolidated group of which the Company is or was a member that are within Seller's or an Affiliate's custody and control or to which Seller or an Affiliate has a right of access, if any. Purchaser and Seller will reasonably cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving Seller, the Company or any of their respective Subsidiaries or Affiliates.

(b) Transfer Taxes. Purchaser or Seller, as required by applicable Law (the "Preparing Party") will timely file all Tax Returns with respect to all excise, sales, use, value added, registration, stamp, recording, documentary, conveyancing, franchise, transfer, transaction privilege and similar Taxes, levies, charges and fees incurred in connection with the transactions contemplated by this Agreement (collectively, the "Transfer Taxes"), and all such Transfer Taxes (and all out-of-pocket costs for preparation of such Tax Returns) shall be borne

equally by Purchaser and Seller, whether or not reflected on a Tax Return. Within 10 days prior to payment of such Transfer Taxes being due, the Preparing Party will provide the other Party with copies of such Tax Returns, and the other Party will pay to Preparing Party within seven days thereof 50% of the amount of such Transfer Taxes. Purchaser and Seller will reasonably cooperate to reduce or eliminate Transfer Taxes to the extent permitted by applicable Law.

8.03 Return Filings; Refunds and Credits.

(a) Preparation of Tax Returns and Payment of Tax.

(i) Purchaser or its designee, which may include the Company or any of its Subsidiaries, will prepare and timely file (including extensions), or cause to be prepared and timely filed (including extensions), in proper form with the appropriate Taxing Authority all Tax Returns of the Company and its Subsidiaries required to be filed (taking into account any extensions) after the date hereof.

(ii) The Company or its designee will prepare and timely file (including extensions), or cause to be prepared and timely filed (including extensions), in proper form with the appropriate Taxing Authority all consolidated, combined or unitary Tax Returns of the consolidated filing group that includes or included the Company and the Subsidiaries (“Purchaser Tax Returns”). Purchaser will pay or cause to be paid any and all Taxes due with respect to any such Purchaser Tax Returns.

(b) At Purchaser’s reasonable request, Seller and its Affiliates will use reasonable efforts to cooperate with Purchaser in obtaining any refunds or credits of Taxes (including interest thereon), including by using reasonable efforts to file any amended Tax Returns or refund claims necessary to claim any refund to which the Company may be entitled or from which it may benefit, as requested by Seller.

8.04 Procedures Relating to Tax Proceedings. Purchaser may in its sole discretion pursue or forego any and all administrative appeals, proceedings, suits, contests, hearings and conferences with any Taxing Authority with respect thereto (each, a “Tax Proceeding”). Purchaser may control any Tax Proceeding (including the right to settle such Tax Proceeding).

IX. CONDITIONS TO CLOSING

9.01 Conditions to Each Party’s Obligations. The obligations of each Party to consummate the transactions contemplated hereby are subject only to the satisfaction or waiver of the following conditions on or prior to the Closing Date:

(a) no court or other Governmental Authority of competent jurisdiction will have enacted, issued, promulgated, enforced or entered any Law (and if an injunction, whether temporary, preliminary or permanent), or brought any Action or issued any order that is in effect and prevents, restrains, enjoins, makes illegal or otherwise prohibits the consummation of any of the transactions contemplated by this Agreement (collectively, an “Order”);

(b) the confirmation order entered by the Bankruptcy Court (including any amendment or modifications thereof) shall be in form and substance reasonably satisfactory to Purchaser, and approving the transactions contemplated by this Agreement;

(c) all conditions to the occurrence of the Effective Date contained in the Plan, other than the Closing or those actions specified to occur on the Effective Date shall have been satisfied or waived;

(d) the Bankruptcy Court shall have granted relief from the automatic stay (and any preliminary injunction entered in the Chapter 11 Cases) to permit the acceleration of the Senior Debt; and

(e) the Security Agent shall have released (i) the Company and its Subsidiaries from all past, present and future liabilities and/or obligations (both actual and contingent) as a borrower and guarantor of the whole of the Senior Debt and the High Yield Notes Guarantee Debt (as defined in the Intercreditor Agreement) (including any liability to any member of the Group (as defined in the Intercreditor Agreement) by way of guarantee or contribution), (ii) all Security (as defined in the Intercreditor Agreement) granted by the Company and its Subsidiaries over any asset under any Security Document (as defined in the Intercreditor Agreement), and (iii) the Security over the Company Interests created pursuant to the Security Documents.

9.02 Conditions to Obligation of Purchaser. The obligation of Purchaser to consummate the transactions contemplated hereby are subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following further conditions:

(a) Seller shall have duly performed and complied in all material respects with all of its agreements and conditions hereunder required to be performed or complied with by it on or prior to the Closing Date;

(b) each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all respects (in case of any representation or warranty containing any materiality qualification) or in all material respects (in case of any representation or warranty without any materiality qualification) as of the date hereof and as of the Closing Date with the same effect as though made on such date (except to the extent that any representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct as of such specified date);

(c) the Senior Lenders shall have executed Transfer Certificates (as defined in the Senior Facility Agreement) transferring to the Purchaser all of the Senior Lenders' rights under Seller's guarantee of the obligations under the Senior Finance Documents (as defined in the Senior Facility Agreement), such Transfer Certificates to take effect on the Effective Date; and

(d) the Daylight Funder shall have (i) satisfied their obligations to fund under the Daylight Facility Agreement or (ii) delivered to Purchaser a notice that all conditions

precedent under the Daylight Facility Agreement have been satisfied or waived in accordance with the terms thereof and such notice shall not have been rescinded or revoked.

9.03 Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions contemplated hereby is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following further conditions:

(a) Purchaser shall have duly performed and complied in all material respects with all of its agreements and conditions hereunder required to be performed or complied with by it on or prior to the Closing Date;

(b) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all respects (in case of any representation or warranty containing any materiality qualification) or in all material respects (in case of any representation or warranty without any materiality qualification) as of the date hereof and as of the Closing Date, with the same effect as though made on such date (except to the extent that any representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct as of such specified date); and

9.04 Frustration of Closing Conditions. Neither Purchaser nor Seller may rely on the failure of any condition set forth in Sections 9.01, 9.02 or 9.03, as the case may be, to be satisfied if such failure was caused by such Party's failure to comply with its obligations to consummate the transactions contemplated by this Agreement as required by the provisions of this Agreement, including Section 7.01.

X. TERMINATION

10.01 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Seller and Purchaser;

(b) by Purchaser if

(i) the order confirming the Plan has been reversed, vacated or stayed;

(ii) the Daylight Funder does not perform any of its obligations in any material respect under the Daylight Facility Agreement or Funds Flow Agreement; or

(iii) the commitment of the Daylight Funder under the Daylight Facility Agreement is cancelled in accordance with the terms of the Daylight Facility Agreement;

(c) by either Purchaser or Seller in the event that the other has materially breached its respective applicable representation, warranty, or covenant contained in this Agreement such that the condition set forth in Sections 9.02(a) or 9.02(b) (in the case of Seller's right to terminate) or Sections 9.03(a) or 9.03(b) (in the case of Purchaser's right to terminate), would not be satisfied, and the breaching Party has failed to cure such breach, if such breach is capable of being cured, within thirty (30) days after receiving notice of such breach;

provided, that the right to terminate this Agreement pursuant to this Section 10.01 will not be available to a Party seeking to terminate this Agreement if the failure of such Party to perform any of its obligations under this Agreement has resulted in a right to terminate this Agreement pursuant to this Section 10.01. If Purchaser desires to terminate this Agreement pursuant to Section 10.01(b), it shall give written notice of such termination to the other Parties;

provided further, that this Agreement shall terminate immediately upon termination of the PSA in accordance with Sections 12(i)(a), (b), (c) or (e) or 12(ii) thereof.

10.02 Effect of Termination. If this Agreement is terminated as permitted by Section 10.01(a) or, to the extent such termination is not due to a breach by either Purchaser or Seller, as applicable, by Section 10.01(b)(ii), such termination will be without liability of any Party (or any equityholder, director, officer, employee, agent, consultant or Representative of any such Party) to any other Party. The provisions of Section 10.02 (Effect of Termination), Article XI (Survival) and Article XII (Miscellaneous) will survive any termination hereof pursuant to Section 10.01. Nothing contained herein terminates any Party's liability for breaches of this Agreement prior to Closing.

XI. SURVIVAL

11.01 Representations & Warranties. The representations and warranties contained in this Agreement will not survive the Closing.

11.02 Covenants & Other Agreements. The covenants and agreements contained herein will not survive the Closing, except for those covenants and agreements that by their terms are to be performed in whole or in part subsequent to the Closing, which will remain in full force and effect only until such time as they are performed, at which time they will terminate. For the avoidance of doubt, the covenants and agreements contained in Article VIII will remain in full force and effect until ninety (90) days following the expiration of the statute of limitations on assessment of the relevant Tax. The agreements set forth in Articles XI and XII will remain in full force and effect indefinitely.

XII. MISCELLANEOUS

12.01 Notices. All notices, consents, requests and other communications to a Party hereunder ("Notice") must be:

(a) in writing in English;

(b) delivered by hand, fax, registered post or by courier using an internationally recognized courier company to the applicable Party as follows:

if to Purchaser, to:

[TO COME]

Attention:

Facsimile No.:

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
United States
Attention: Martin N. Flics
Facsimile No.: +1 212 903 9100

and

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom
Attention: Yushan Ng
Facsimile No.: +44 20 7456 2222

if to Seller, to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
United States
Attention: Thomas M. Moloney and Sean O'Neal
Facsimile No.: +1 212 225 3999

if to the Company, (i) prior to the Closing, to Seller, and (ii) following the Closing, to Purchaser,

or such other address or facsimile number as such Party may notify the other Parties from time to time. All Notices will be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, a Notice will be deemed not to have been received until the next succeeding Business Day in the place of receipt.

12.02 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or, in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof and no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.03 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement will be paid by the Party incurring such cost or expense.

12.04 Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns; provided, however, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

12.05 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS THEREOF TO THE EXTENT SUCH PROVISIONS WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

12.06 Specific Performance; Jurisdiction. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the terms hereof, that there may be no adequate remedy at law for a breach of this Agreement and that money damages may not be an appropriate remedy for such breach. It is accordingly agreed that the Parties will be entitled to injunctive relief and specific performance of the terms hereof in the federal bankruptcy courts of the Southern District of New York, in addition to any other remedy at law or in equity. In addition, each of the Parties (a) consents to submit itself to the personal jurisdiction of the federal bankruptcy courts of the Southern District of New York in the event any dispute arises out of any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any other court, and (d) to the fullest extent permitted by Law, consents to service being made through the notice procedures set forth in Section 12.01.

12.07 Waiver of Punitive and Other Damages and Jury Trial.

(a) Except as expressly provided in this Agreement, each Party expressly waives and foregoes any right to recover punitive, exemplary, consequential or similar damages and any diminution in value or lost profits in any arbitration, lawsuit, litigation or proceeding arising out of or resulting from any controversy or claim arising out of or relating to this Agreement or the transactions contemplated hereby.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(c) EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF THE FOREGOING WAIVERS, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS

CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) EACH SUCH PARTY MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 12.07.

12.08 Counterparts; Effectiveness; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic facsimile transmission of any signed original counterpart of this Agreement will be deemed to be the delivery of an original counterpart of this Agreement. No provision of this Agreement is intended to confer any rights, benefits, remedies or liabilities hereunder upon any Person other than the Parties and their respective heirs, successors and permitted assigns.

12.09 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

12.10 Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, then such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision or portion of any provision of this Agreement to any extent whatsoever, and this Agreement will be modified (to the minimum degree necessary), construed and enforced in such manner as will effect as nearly as lawfully possible the purposes and intent of such invalid, illegal or unenforceable provision or portion of any provision of this Agreement.

12.11 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement that is performed, satisfied or fulfilled completely by an Affiliate of such Party, will be deemed to have been performed, satisfied or fulfilled by such Party.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TRUVO N.V.

By: _____
Name: _____
Title: _____

TRUVO ACQUISITION CORP.

By: _____
Name: _____
Title: _____

TRUVO USA LLC

By: _____
Name: _____
Title: _____

[Purchase Agreement – Signature Page]

SCHEDULE 3.05(A)
Subsidiaries of the Company

1. Truvo Information Holdings LLC, Delaware, U.S.A.
2. Truvo Media Holdings LLC, Delaware, U.S.A.
3. Truvo Curaçao N.V., Curaçao, Netherlands Antilles
4. Truvo Belgium Comm. V, Belgium
5. Truvo Corporate CVBA, Belgium
6. Truvo Ireland Ltd., Ireland
7. Golden Pages Ltd., Ireland
8. Yellow Pages Ltd., Ireland
9. Truvo Services & Technologies B.V., the Netherlands
10. Truvo Dutch Holdings B.V., the Netherlands
11. Truvo Nederland Holding B.V., the Netherlands
12. Truvo Ireland Holdings B.V., the Netherlands
13. Truvo Portugal Holdings B.V., the Netherlands
14. Truvo Nederland B.V., the Netherlands
15. Directory Systems Europe (D.S.E.) B.V., the Netherlands
16. YelloYello B.V., the Netherlands
17. Serviços Técnicos e Desenvolvimento, LDA, Portugal
18. Páginas Amarelas S.A., Portugal
 - a. Portugal Telecom SGPS SA owns 199,000 common (voting) shares (constituting 24.875% of the Equity Interests and 49.75% of the voting interests)
 - b. Soluções Empresariais de Telecomunicações e Sistemas, SA owns 1,000 common (voting) shares (constituting 0.125% of the Equity Interests and 0.25% of the voting interests)
19. Pagini Aurii S.A., Romania
 - a. RomTelecom S.A. owns 4,000 shares (0.5452%)
 - b. Media Pro SRL owns 1,920 shares (0.2617%)
 - c. Laura Adina Ardeleanu owns 1 share (0.0001%)
 - d. Sorana Luciana Goergescu owns 1 share (0.0001%)
20. Truvo Technologies SRL, Romania
21. Truvo Services South Africa (Pty) Ltd., South Africa

SCHEDULE 3.06

Brokers, Investments Banks and Financial Advisers

1. Houlihan Lokey Howard Zuckerman (Europe) Limited
2. Nomura International plc

EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT B

AGENTS CONDITIONS PRECEDENT

Conditions to certain of the Security Agent's and Senior Agent's Obligations

The obligation of the Senior Agent and the Security Agent to comply with the instructions expressly set out in Exhibit F to the Plan shall be subject to the following conditions being satisfied (or waived) to the satisfaction of the Senior Agent and the Security Agent in their reasonable discretion on the date such instructions are required to be given thereunder:

a. occurrence of all conditions set forth in Section 11 of the Plan Support Agreement;

b. such instructions have been given in accordance with the Senior Agent Instructions or the Security Agent Instructions, as the case may be, and have not been revoked;

c. the Confirmation Order has been entered and is not subject to a stay;

d. the Confirmation Order, the Funds Flow Agreement and the Plan (and any amendments thereto) being, in so far as they affect or relate to the rights or obligations of the Security Agent and/or the Senior Agent, including, without limitation, any action required to be taken or not to be taken by either the Security Agent or the Senior Agent in connection with the Financial Restructuring, in form and substance reasonably satisfactory to the Security Agent and/or the Senior Agent as the case may be;

e.

1. the Purchase Agreement, in so far as it affects or relates to the Security Agent and/or the Senior Agent, including, without limitation, any action required to be taken or not to be taken by either the Security Agent or the Senior Agent in connection with the Financial Restructuring, is in form and substance reasonably satisfactory to the Security Agent and/or the Senior Agent as the case may be;

2. with respect only to the instructions to execute the releases referred to in paragraph 6 of the instructions in Exhibit F to the Plan (the "Releases") the Purchase Agreement has been executed by each of the parties thereto;

3. with respect only to the instructions to execute the Releases all conditions set forth in the Purchase Agreement have been satisfied or waived in accordance with its terms (other than (A) the Releases being given in accordance with clause 22.4 of the Intercreditor Agreement and (B) the Lender Transfers (as defined in paragraph (h) below));

f. the Bankruptcy Court has granted relief from the automatic stay (and any preliminary injunction entered in the Chapter 11 Cases) to permit the acceleration of the Senior Debt as contemplated in Exhibit F to the Plan;

g. satisfaction of each of the conditions set forth in Clause 22.4(b) of the Intercreditor Agreement;

h. each of the Senior Lenders and Newco, acting directly and in their individual capacities, shall have executed and delivered to the Senior Agent a Transfer Certificate (under and as defined in the Senior Facility Agreement) transferring to Newco all of such Senior Lender's rights and obligations under the Senior Finance Documents as a Lender (under and as defined in the Senior Facility Agreement), whether or not pursuant to an order by the Bankruptcy Court, and Newco shall have acceded to the Intercreditor Agreement as required by and in accordance with Clause 27.2(c)(ii) of the Senior Facility Agreement and Clause 33.2 of the Intercreditor Agreement by executing an Accession Deed (under and as defined in the Intercreditor Agreement and delivering the same to the Security Agent), each to be effective on the Effective Date (such transfers and accessions collectively, the "Lender Transfers"). For the avoidance of doubt, references in this paragraph to Senior Lenders having executed Transfer Certificates (i) shall not include the execution or deemed execution of any Transfer Certificate by any of the Truvo Entities or any other person acting through any proxy or other power appointed under the Plan or otherwise authorized by the Bankruptcy Court, and (ii) shall not be satisfied by an order of the Bankruptcy Court to transfer any Senior Guarantee claims or any other deemed transfer of such claims;

i. payment in full of the fees and expenses incurred by (a) the Security Agent and Senior Agent to the extent required by Section 17 of the Plan Support Agreement, or (b) an independent investment bank to provide a fair market value certification relating to the TUSA Sale, in each case subject to the terms of the applicable fee letters;

j. with respect only to the instructions to execute the Releases, that each of Newco and TAC shall have delivered to the Senior Agent and the Security Agent the following documents in form and substance reasonably satisfactory to each of the Senior Agent and Security Agent:

1. a copy of its constitutional documents and certificate of incorporation (or similar document);

2. a copy of the resolution of its board of directors (or committee thereof) approving entry into the Purchase Agreement and authorizing a specified person or persons to execute and dispatch the Purchase Agreement and any other documents required in connection with the Purchase Agreement;

3. a specimen signature of each person authorized by the resolution referred to in paragraph j(2) of this Exhibit B, as authorized to sign the Purchase Agreement and or sign or dispatch any document in connection with the Purchase Agreement;

4. a certificate of an authorized signatory confirming that the execution by it of the Purchase Agreement is within its corporate powers and has been duly approved by all necessary corporate action; and

5. a certificate from an authorized signatory that each copy document in respect of it listed in paragraph (j) of this Exhibit B is correct, complete and in full force and effect as at the [Effective Date].

k. that the Truvo Indemnity Liabilities (as defined in Exhibit D of the Plan Support Agreement) shall, with effect from the entry into force of the New Senior Credit Agreement on the Effective Date, be secured obligations in accordance with the requirements set out in Paragraph 4 of Exhibit D of the Plan Support Agreement;

l. that TAC's intercompany receivables claims against TUSA shall have been capitalised or otherwise extinguished in full;

m. that each party which is entitled to payment ahead of the principal and interest under the Senior Facility Agreement, pursuant to the application of moneys in accordance with Clause 21.1 of the Intercreditor Agreement, shall have confirmed to the Senior Agent and the Security Agent that, as at the Effective Date, it has no unpaid costs, expenses or other amounts to which it would be entitled to be paid from the application of the proceeds of the sale of the Equity Interests in TUSA in accordance with Clause 21.1 of the Intercreditor Agreement (or that an escrow or other payment arrangement expressed to be acceptable to such party has been established by a Truvo Entity other than TUSA in respect of such costs, expenses or other amounts); and

n. that no order of the Bankruptcy Court is in effect that imposes on either the Security Agent or the Senior Agent an obligation to take an action that is inconsistent with the Instructions.

EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT C

EXECUTORY CONTRACTS AND UNEXPIRED LEASES ASSUMED BY THE DEBTORS

EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED BY THE DEBTORS

Debtor	Counterparties	Description	Cure Amount
TUSA	World Directories Pension Plan Trustees Limited (F/K/A VNU World Directories Pension Plan Trustees Limited), Lacon House, Theobald's Road, London, WC1X 8RW	Trust Deed in respect of the VNU World Directories Pension Plan for Expatriate Executives dated September 15, 1998 by and between VNU World Directories Inc. and VNU World Directories Pension Plan Trustees Limited	0
TUSA	Fidelity Management Trust Company, 82 Devonshire Street, Boston, MA 02109	Trust Agreement in respect of the World Directories Excess Savings Plan Trust dated as of July 1, 1998 by and between VNU World Directories, Inc. and Fidelity Management Trust Company	\$1,250
TAC	VNU International B.V., Diemerhof 2, 1112 XL Diemen, The Netherlands Nielsen Holding and Finance B.V., Diemerhof 2, 1112 XL Diemen, The Netherlands The Nielsen Company B.V., Diemerhof 2, 1112 XL Diemen, The Netherlands	Settlement Agreement dated February 29, 2008 by and among VNU International B.V., Nielsen Holding and Finance B.V., The Nielsen Company B.V. and Seller	0
TAC	VNU International B.V., Ceylonpoort 5, 2037 AA Haarlem, The Netherlands VNU Finance B.V., Ceylonpoort 5, 2037 AA Haarlem, The Netherlands VNU N.V., Ceylonpoort 5-25, 2037 AA Haarlem, The Netherlands	Sale and Purchase Agreement dated September 26, 2004 relating to the Shares of World Directories, Inc., by and among VNU International B.V., VNU Finance B.V., VNU N.V., and World Directories Acquisition Corp.	0
TUSA	Caribe Media Inc., c/o Pietrantonio, Mendez & Alvarez LLP, Popular Center, 19th Floor, 209 Munoz Rivera Avenue, San Juan, Puerto Rico, 00918	Shareholders' Agreement dated as of April 21, 1999 by and between VNU World Directories Inc. and Caribe Information Investments Incorporated	0
TUSA	Axesa Servicios de Information Inc., 361 San	Second Amended and Restated Deed of	0

	<p>Francisco Street, 4th Floor, San Juan, Puerto Rico 00901</p> <p>Caribe Media Inc., c/o Pietrantoni, Mendez & Alvarez LLP, Popular Center, 19th Floor, 209 Munoz Rivera Avenue, San Juan, Puerto Rico, 00918</p>	<p>Mercantile Limited Partnership dated April 24, 2006 by and among Axesa Servicios de Información Inc., Caribe Media, Inc. and World Directories Inc.</p>	
TUSA	<p>Portugal Telecom, S.A., Av. Fontes Pereira De Melo No. 40, 1089 Lisbon Codex, Portugal</p> <p>Truvo Belgium Comm.V., Attn: Marc C. F. Goegebuer De Keyserlei 5, Box 7, 2018 Antwerp, Belgium</p>	<p>Master Agreement dated October 11 1996 by and among ITT World Directories, Inc., Portugal Telecom, S.A., and ITT Promedia SA/NV</p>	0
TUSA	<p>Portugal Telecom S.A., Av. Fontes Pereira De Melo No 40, 1089 Lisbon Codex, Portugal</p> <p>Portugal Telecom International, SGPS, S.A., Avenida Alvaro Pais No. 2, 1649-041 Lisbon, Portugal</p> <p>Telepac – Servicos de Telecomunicacoes, S.A., Rua Antonio Loureiro Borges No. 1, 1495 Alges, Portugal</p> <p>Truvo Belgium Comm.V., Attn: Marc C. F. Goegebuer De Keyserlei 5, Box 7, 2018 Antwerp, Belgium</p>	<p>Shareholders' Agreement dated January 24, 1997 by and among Portugal Telecom, S.A., Portugal Telecom Internacional, SGPS, S.A., Telepac-Servicos de Telecomunicações, S.A., ITT World Directories, Inc. and ITT Promedia SA/NV</p>	0
TUSA	<p>Telekom SA Limited, Telcom Towers North, 152 Proes Street, Pretoria, PO Box 3663, Pretoria, 0001, South Africa, Attn: Managing Executive: Telkom Subsidiaries</p> <p>Truvo Services South-Africa (PTY) Ltd., 19 McClelland Circle, Knysna Heights, Knysna 6571, South Africa</p> <p>Maister Management Company (Proprietary) Ltd., Lekrom House, Cnr Miller & Third</p>	<p>Merger of Directories' Interests Agreement dated July 1997 by and among, <i>inter alia</i>, Telekom S.A. Ltd, Maister Directories (1981) (Pty) Ltd and ITT World Directories (including all addenda thereto)</p>	0

	<p>Streets, New Doornfontein, Po Box 10474, Johannesburg, 2000, South Africa, Attn: The Managing Director</p> <p>Kajoan Investments (Proprietary) Ltd. (Formerly Known As Yellow Pages (Proprietary) Limited), Lekrom House, Cnr Miller & Third Streets, New Doornfontein, PO Box 10474, Johannesburg, 2000, South Africa, Attn: The Corporate Finance Division</p> <p>Info Holdings (Proprietary) Ltd., Lekrom House, Cnr Miller & Third Streets, New Doornfontein, PO Box 10474, Johannesburg, 2000, South Africa, Attn: The Managing Director</p> <p>ATU Investment Holdings (Proprietary) Limited, 9th Floor, The Forum, 2 Maude Street, Sandton, 2196, South Africa, Attn: The Corporate Finance Division</p> <p>Communication Workers' Investment Company (Proprietary) Limited, 9th Floor, The Forum, 2 Maude Street, Sandton, 2196, South Africa, Attn: The Corporate Finance Division</p> <p>CWIC Investment Holdings (Proprietary) Limited, 9th Floor, The Forum, 2 Maude Street, Sandton, 2196, South Africa, Attn: The Corporate Finance Division</p> <p>South African Communication Union, 9th Floor, The Forum, 2 Maude Street, Sandton, 2196, South Africa, Attn: The Corporate Finance Division</p>		
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	<p>Telcom Directory Services (Proprietary) Limited, Lekrom House, Cnr Miller & Third Streets, New Doornfontein, PO Box 10474, Johannesburg, 2000, South Africa, Attn: The Managing Director</p> <p>Mineworkers' Union, 9th Floor, The Forum, 2 Maude Street, Sandton, 2196, South Africa, Attn: The Corporate Finance Division</p>		
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EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT D

EXECUTORY CONTRACTS AND UNEXPIRED LEASES REJECTED BY THE DEBTORS

EXECUTORY CONTRACTS AND UNEXPIRED LEASES REJECTED BY THE DEBTORS

Debtor	Counterparties	Description

EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT E

WARRANTS TERMS AND CONDITIONS

TERMS AND CONDITIONS OF THE EQUITYCO WARRANTS

Capitalized terms used but not defined herein have the meaning assigned to such terms in the Plan.

The terms and conditions of the Equityco Warrants are set out below.

In accordance with the Belgian Company Code, these terms and conditions will be approved in the form of stand-alone terms and conditions (in Dutch language) by the extraordinary meeting of shareholders of Equityco contemplated in Section 5.3(e)(ii)16 of the Plan. In connection with the issue of the Equityco Warrants, the preferential subscription right (*voorkeurrecht*) of the shareholders of Equityco shall not be cancelled (*opgeheven*) or limited (*beperkt*), but each shareholder of Equityco at the Effective Date shall waive its preferential subscription right in accordance with Section 5.7 of the Plan.

1. FORM, NATURE

- 1.1 The Equityco Warrants shall be warrants (*naakte warrants*) within the meaning of articles 496 and following of the Belgian Company Code (*Wetboek van vennootschappen*).
- 1.2 The Equityco Warrants shall be in registered form (*op naam*), and may not be converted into deregistered (*gedematerialiseerd*) securities.
- 1.3 The name and official address of each owner of Equityco Warrants (the “Warrant Holder”), together with the number of Equityco Warrants held, shall be registered in the register of warrant holders that is kept at the registered office of Equityco.
- 1.4 A certificate acknowledging such registration shall be issued by Equityco to each Warrant Holder (the “Certificate”). The Certificate shall not constitute a security incorporating legal title to, or any other right or interest in, the Equityco Warrant(s) referred to therein. The Certificate shall merely state that on the date referred to therein, the Warrant Holder referred to in the Certificate has been recorded in Equityco’s register of warrant holders as owner of the Equityco Warrant(s) referred to therein. If any Certificate is lost, stolen, mutilated or destroyed, then Equityco shall, at the request of the Warrant Holder concerned, issue in exchange and substitution for and upon cancellation of the lost, stolen, mutilated or destroyed Certificate, upon receipt of a proper affidavit or other evidence reasonably satisfactory to Equityco, a new Certificate representing an equivalent number of Equityco Warrants as the Certificate so lost, stolen, mutilated or destroyed. Any transfer of a Certificate shall not constitute a transfer of the Equityco Warrant(s) referred to therein or of the legal title or right thereto or of any other interest therein.

2. **ISSUANCE**

A HY Noteholder's, a PIK Lender's or a Senior Lender's Pro Rata share of the Equityco Warrants shall be issued to such HY Noteholder, PIK Lender or Senior Lender, respectively, subject to the conditions precedent that the Holdco Warrants to which such HY Noteholder, PIK Lender or Senior Lender is entitled are issued and transferred to Equityco as contemplated in Section 5.3(e)(ii)16 of the Plan and, in respect of the Junior Creditor Holdco Warrants, in accordance with the transfer instructions set forth in the Acceptance Notice referred to in the Terms and Conditions of the Holdco Warrants.

3. **ISSUE PRICE**

3.1 *Exchange.* Immediately upon registration of the Warrant Holders as the owner of Holdco Warrants, (i) the HY Noteholders and the PIK Lenders (acting through either TAC pursuant to Section 5.7 of the Plan, on the Effective Date, or any two directors of Holdco pursuant to the powers granted under the Acceptance Notice, following the Effective Date), shall transfer the Junior Creditor Holdco Warrants to Equityco in exchange for the issue by Equityco of Junior Creditor Equityco Warrants, as contemplated in Section 5.3(e)(ii)16 of the Plan and (ii) TAC, as proxy for the Senior Lenders, shall transfer the MIP Holdco Warrants held by them to Equityco in exchange for the issuance by Equityco of MIP Equityco Warrants, as contemplated in Section 5.3(e)(ii)16 of the Plan.

3.2 *Exchange Ratio.* Each Holdco Warrant shall entitle a Warrant Holder to receive a number of Equityco Warrants calculated in accordance with the following formula:

$$A = B/C$$

where

A = the number of Equityco Warrants to be received in exchange for one (1) Holdco Warrant;

B = the aggregate number of shares issued by Equityco preceding any dilution resulting from the exercise of the Equityco Warrants; and

C = the aggregate number of shares issued by Holdco to Equityco preceding any dilution resulting from the exercise of the Holdco Warrants.

3.3 The Equityco Warrants shall be numbered in the register of warrant holders referenced in Section 1.3 and the number of Equityco Warrants is subject to adjustment from time to time in accordance with Section 9.

3.4 Upon the exchange of the Holdco Warrants for the Equityco Warrants in accordance with this Section 3, any warrant fractions shall be rounded down to the immediately lower whole number and any surplus corresponding to the

warrant fraction for which no Equityco Warrants were issued shall not be compensated. The number of Equityco Warrants to be issued upon the exchange of more than one Holdco Warrant (including, for this purpose, fractions) shall be aggregated for purposes of the computation pursuant to this Section.

4. **UNDERLYING SHARES**

4.1 *New shares.* Subject to the terms and conditions herein, each Equityco Warrant shall entitle the holder thereof, upon exercise pursuant to Section 5.2, to subscribe for one newly-issued ordinary share of Equityco (a “New Share”). Each New Share shall be:

4.1.1 an ordinary share of Equityco, duly authorized and validly issued, free from all liens, encumbrances and other charges, fully paid up, without nominal value, with the same rights and benefits as all other then outstanding ordinary shares of Equityco immediately preceding the exercise of the Equityco Warrant(s) concerned;

4.1.2 entitled to Distributions (as defined immediately below) (as if it had been issued on and from the commencement of the relevant fiscal year) with respect to the fiscal year in which it was issued and of subsequent fiscal years, plus, as the case may be, in the event that the Equityco Warrant is exercised before payment to the holders of ordinary shares of Equityco of a Distribution in respect of any preceding fiscal year, any Distribution for any such year, provided that, in each case, such Distributions have not been taken into account pursuant to Section 9;

with “Distribution” defined as any dividend distribution (whether in cash or in kind or in shares, and whether by distribution of profits or of accumulated reserves), share buy-back, capital reduction by reimbursement or other distribution of assets, securities or cash to shareholders.

4.2 *New Shares transfer restrictions.* New Shares issued upon the exercise of the Equityco Warrants will be subject to the same transfer restrictions that apply to the Equityco Warrants, as set out in Section 8 below.

4.3 *Form.* The New Shares issued upon exercise of an Equityco Warrant shall be delivered in registered form (*op naam*) except that the New Shares shall be delivered in deregistered (*gedematerialiseerd*) form (i) if such form is permitted pursuant to the charter of Equityco at that time and the deregistered form of the New Shares has been requested in the Exercise Notice or (ii) if the Equityco Warrants are exercised immediately preceding an Initial Public Offering (as defined below) with the objective of selling the New Shares in the Initial Public Offering. If the New Shares are issued in registered form, the exercising Warrant Holder to which such New Shares are issued shall be registered in the register of

shareholders held by Equityco. A certificate acknowledging such registration shall be issued by Equityco to the relevant exercising Warrant Holder.

- 4.4 *Adjustment.* The number of shares to which a Warrant Holder is entitled to subscribe upon the exercise of an Equityco Warrant is subject to adjustment from time to time in accordance with Section 9.

5. **TERM AND EXERCISE**

- 5.1 *Term.* Each Equityco Warrant shall have a term starting on the Effective Date and ending five Business Days preceding the fifth anniversary date of the Effective Date. Each Equityco Warrant may, prior to the expiration of its term, be exercised at any time (including on the Effective Date) at the option of the Warrant Holder. Each Equityco Warrant may be exercised as a whole or, as the case may be following an adjustment referenced in Section 9.2, in part, without prejudice to Section 5.4. If an Equityco Warrant is not exercised within its term, it shall automatically lapse at 11:59 p.m. Brussels time on the fifth Business Day preceding the fifth anniversary of the Effective Date, without any indemnification, penalty or other compensation being due.

- 5.2 *Exercise.* A Warrant Holder shall, if it so elects, exercise all or some of the Equityco Warrants for which it is the registered owner by (i) sending a duly executed notice to Equityco (an “Exercise Notice”), in the form attached hereto as Annex 1, and (ii) executing and delivering to Equityco the deed of adherence to the Shareholders’ Agreement under which the Warrant Holder agrees to be bound by the terms of the Shareholders’ Agreement and (iii) paying the Exercise Price, as set forth in Section 6. The later date of (i) the date on which the Exercise Notice shall have been served (or be deemed served) on Equityco pursuant to Section 10.2.2, (ii) the date on which the executed deed of adherence to the Shareholders’ Agreement shall have been served (or be deemed served) on Equityco pursuant to Section 10.2.2, and (iii) the date of Equityco’s receipt of the Exercise Price, shall be the exercise date.

5.3 *Issuance of New Shares.*

- 5.3.1 The capital increase and the issuance of the New Shares shall be recorded by any two members of the Board of Directors of Equityco acting jointly before a Belgian notary public, pursuant to Article 591 of the Belgian Company Code, at the latest one month following the later of Equityco’s receipt of (i) the Exercise Notice, as set forth in Section 5.2 above, and (ii) full payment of the Exercise Price, as set forth in Section 6.2. Equityco shall only be required to issue New Shares as a result of the exercise of any Equityco Warrants if the conditions set out in Section 5.2 above have been complied with.

5.3.2 Except for the Exercise Price, all costs in connection with the capital increase and issuance of the New Shares as a result of the exercise of the Equityco Warrants shall be borne by Equityco.

5.4 *Fractions of Shares.* Upon exercise of the Equityco Warrants, any share fractions shall be rounded down to the immediately lower whole number and any surplus corresponding to the share fraction for which no New Shares were issued shall not be compensated. The number of New Shares to be issued upon the exercise of more than one Equityco Warrant (including, for this purpose, fractions) shall be aggregated for purposes of the computation pursuant to this Section.

5.5 *Certificate.* Upon exercise of the Equityco Warrants, the Certificates previously issued to the relevant Warrant Holder in respect of such Equityco Warrants shall be remitted to Equityco. In case of partial exercise of the Equityco Warrants, a new Certificate shall be issued to the Warrant Holder in exchange for the previously issued Certificate.

6. EXERCISE PRICE

6.1 *Exercise Price.* The exercise price, as it may be adjusted from time to time in accordance with Section 9, (the “Exercise Price”) for each Equityco Warrant shall be €[•]. The Exercise Price shall be expressed in euro, and shall be calculated in accordance with the following formula:

$$e = E * N / n$$

where

e = the Exercise Price of one Equityco Warrant;

E = the Holdco Warrant exercise price;

N = the aggregate number of Holdco Warrants issued; and

n = the aggregate number of Equityco Warrants issued.

6.2 *Payment.* The payment of the Exercise Price by the exercising Warrant Holder in respect of the relevant number of Equityco Warrants being exercised shall be made in cash to Equityco’s special account number [•] opened with [•] for this purpose. Such payment of the Exercise Price shall be made free and net of any commissions, charges or any other deductions.

7. RIGHTS OF WARRANT HOLDERS

7.1 The Equityco Warrants shall have no voting, dividend or liquidation rights.

7.2 In accordance with Article 501 of the Belgian Company Code, if Equityco’s capital is proposed to be increased by contributions in cash, a Warrant Holder shall have the right (but not the obligation) to exercise all or some of its Equityco

Warrants in accordance with the terms and conditions hereof and to participate in such capital increase, at the same price and with the other benefits as apply generally to the shares that are issued in such capital increase, but only to the extent all of the existing shareholders are entitled to subscribe to such capital increase.

8. **TRANSFERABILITY**

8.1 *Equityco Warrants.*

8.1.1 Transfers of Equityco Warrants to Competitors (as this term is defined below) will not be permitted, unless the Competitor acquires Equityco ordinary shares and PIKco ordinary shares, in the relevant transaction, indirectly representing, in aggregate, 66⅔% or more of the Holdco ordinary shares.

8.1.2 For the purposes of this Section 8, “Competitors” shall mean any entity (and its holding companies, subsidiaries and/or affiliates) engaged in the business of providing directory information, in any form in any jurisdiction where the Reorganized Truvo Group operates.

8.1.3 Any Warrant Holder that wishes to transfer any Equityco Warrants must notify Equityco in writing prior to such transfer, disclosing the full name and address of the proposed transferee and such other information as Equityco may deem necessary in order to determine whether the proposed transferee is “resident in the United States” within the meaning of Rule 12g3-2(a) under the Exchange Act. Within three (3) Business Days of the receipt of the complete information from the relevant Warrant Holder, the board of directors of Equityco, or the Person responsible for the day-to-day management of Equityco, will confirm whether the proposed transfer would result in the Registered Equityco Securities being held by more than 500 Persons of whom at least 300 Persons are resident in the United States. In the event that this threshold would be met or exceeded as a result of the proposed transfer, the proposed transferor will be not be permitted to transfer any Equityco Warrants to the proposed transferee and will be notified accordingly. Any transfer of any Equityco Warrants in violation of the foregoing procedures and restrictions will be null and void ab initio.

8.2 *MIP Equityco Warrants.* MIP Equityco Warrants shall not be transferable for a period of five years from the Effective Date, save where such transfer is for bona fide estate planning purposes and provided that such transfer is subject to the following conditions:

- (a) the relevant transferor retains any and all voting rights over such MIP Equityco Warrants as well as any other rights vis-à-vis Equityco; and

- (b) the relevant transferor agrees to procure that if the transferee ceases to be a transferee to which the holders of Equityco ordinary shares would, acting reasonably, consent, the transferee will transfer the MIP Equityco Warrants or interest in such MIP Equityco Warrants back to the transferor or another transferee acceptable to the holders of Equityco ordinary shares.
- 8.3 *Warrant Holders register.* Subject to Section 8.1 and subject to any applicable securities laws, the Junior Creditor Equityco Warrants shall be freely transferable. Without prejudice to the terms of this Section 8, a transfer of any Equityco Warrants shall only be enforceable vis-à-vis Equityco and third parties by the recording of such transfer in the register of warrant holders referenced in Section 1.3.
9. **ANTI-DILUTION**
- 9.1 *Corporate actions.* Equityco expressly reserves the right to proceed with any Distribution or any other corporate action that may have an impact on its capital or net assets, including capital increases (including by incorporation of reserves, below par value and with or without cancellation or limitation of preferential subscription rights), capital decreases (including by incorporation of losses), issuances of non-voting shares, convertible bonds or warrants, stock splits or reverse stock splits, mergers and demergers (including partial demergers), reorganizations, reclassifications and consolidations, as well as the right to amend its charter in respect of the allocation of profits or liquidation surplus. Without prejudice to any applicable provisions of the Belgian Company Code, Equityco shall give each Warrant Holder 30 days prior notice of each such corporate action.
- 9.2 *Adjustment.* If there is an Adjustment Event (as defined below) at any time whilst any Equityco Warrants are outstanding, the number of Equityco Warrants, the Exercise Price of the Equityco Warrants and/or the number of New Shares to which each Warrant Holder is entitled upon exercise shall be adjusted so as to neutralize the effect of the Adjustment Event, in the manner set forth in a report issued by an audit firm of international repute appointed by Equityco to this end in connection with the Adjustment Event (the “Audit Firm”), and notified to each Warrant Holder and to Holdco (the “Report”). Each Report shall set forth the adjustments needed, as the case may be, to the terms and conditions of the Equityco Warrants and to the Holdco Warrants as a result of the Adjustment Event.
- 9.3 *Arbitration.* Within thirty calendar days of receipt of the Report, one or more holders of Junior Creditor Equityco Warrants representing alone or jointly more than 25% of the outstanding number of Junior Creditor Equityco Warrants shall, if it or they elect to serve an answer to the Report, serve a copy of its answer on Equityco, together with a demand for arbitration (each such respondent, a “Demanding Party”). Equityco shall then (i) serve the Audit Firm, each Warrant Holder and Holdco with a copy of the Demanding Parties’ answer within 15 days

of receipt thereof, and (ii) initiate arbitration with an audit firm of international repute (other than the Audit Firm) (the “Arbitrator”), within thirty days of delivery of the demand for arbitration. The arbitration shall be conducted in English and shall take place in Brussels, Belgium. Other than the Demanding Parties, no Warrant Holder may intervene in the arbitration. The Arbitrator shall provide the opportunity to the Audit Firm and the Demanding Parties to present their determination in a hearing, and shall order such additional written support as it deems necessary (providing each party with the opportunity to comment on such additional submissions). In determining the method and level of adjustment of the Equityco Warrants and Holdco Warrants, as the case may be, the Arbitrator shall award either the adjustment proposed by the Audit Firm or the adjustment proposed by one of the Demanding Parties. The Arbitrator shall render its award within 60 calendar days of its appointment.

- 9.4 *Principles of adjustment.* Any adjustment shall be made subject to the following principles:
- 9.4.1 as result of any adjustment(s), the total number of New Shares to be, or capable of being, subscribed on any subsequent exercise of the Equityco Warrants must carry as nearly as possible the same proportion (expressed as a percentage of the total number of votes exercisable in respect of all the ordinary shares of Equityco immediately prior to the Adjustment Event) of the votes;
 - 9.4.2 the Exercise Price shall always be greater than zero;
 - 9.4.3 the method and level of adjustment (by an adjustment of the number of warrants, the exercise price and/or the number of newly-issued shares to which a warrant holder is entitled upon exercise, or a combination thereof) shall be aligned for the Equityco Warrants and Holdco Warrants;
 - 9.4.4 no adjustments shall be made if the Warrant Holders are not diluted in value, such as in the case of a capital increase at a price per share equal to or exceeding the market value of an Equityco share.
- 9.5 *Effective date.* An adjustment made pursuant to Section 9.2 shall become effective on the date of the Adjustment Event which, in the case of Distributions, shall be the ex-dividend date. This adjustment may later be amended following the rendering of the arbitral award referenced in Section 9.3.
- 9.6 *Costs and expenses.* The fees of the Audit Firm, along with all other costs and expenses associated with such Adjustment Event, shall be borne by Holdco. In addition, reasonable fees of one audit firm appointed by the Demanding Party prevailing in the arbitration referenced in Section 9.3 shall be borne by Holdco.

- 9.7 *Notice of adjustment.* Equityco shall notify any such adjustment to the Warrant Holders and to Holdco within one month following the execution of the Adjustment Event.
- 9.8 *Adjustment Event.* For the purpose of this Section 9, “Adjustment Event” means any event falling within the scope of Section 9.1 above, except for (i) any capital increases (a) resulting from the exercise of Equityco Warrants, or (b) incorporating reserves or profits (and without issuing new shares); and (ii) any capital decreases absorbing losses.
- 9.9 *Multiple Adjustment Events.* Where applicable, if a transaction gives rise to adjustment pursuant to several events referenced in this Section 9, the effect of such adjustments shall be combined.
10. **MISCELLANEOUS**
- 10.1 *Governing law and jurisdiction.* These terms and conditions are governed by, and shall be construed in accordance with, Belgian law, and any dispute arising in connection herewith shall be settled by the courts of Antwerp.
- 10.2 *Notices.* Without prejudice to any applicable provisions of the Belgian Company Code:
- 10.2.1 all notices contemplated in connection with these terms and conditions shall be in English and in writing;
- 10.2.2 such notices shall be given, and shall be deemed to have been duly given upon receipt by the addressee, by overnight courier or by facsimile (with confirmation copies delivered by overnight courier on or before the 3rd Belgian business day after such facsimile delivery) at the addresses and facsimile numbers set forth in the register of warrant holders referenced in Section 1.3 (as each Warrant Holder may update from time to time), the registered address of Equityco (facsimile: [●]), or the registered address of the Disbursing Agent (facsimile: [●]), as applicable.
- 10.3 *Interpretation.* The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” unless such phrase otherwise appears. Except as otherwise provided herein, when computing terms, the *dies a quo* shall not, and the *dies ad quem* shall, be included in the term. In case of conflict or discrepancy between these terms and conditions and those that shall be adopted by the extraordinary meeting of shareholders of Equityco on the Effective Date that will decide on the issuance of the Equityco Warrants, the Dutch language terms and conditions adopted on the Effective Date shall prevail.

Annex 1: Exercise Notice

To: (1) [●], (“Equityco”)

From: (2) [●], (the “Warrant Holder”)

Dated: [●]

***In re Truvo USA LLC, et al., Debtors, Chapter 11, Case No. 10-13513 (AJG),
Jointly Administered, United States Bankruptcy Court for the Southern
District of New York***

BY FACSIMILE AND OVERNIGHT COURIER WITH CONFIRMATION OF RECEIPT

1. Reference is made to the Joint Plan of Reorganization of Truvo LLC, et al., Debtors, under Chapter 11 of the Bankruptcy Code (as amended or supplemented from time to time) in the above-captioned cases (the “Plan”). Capitalized terms used but not defined herein have the meaning assigned to such term in the Plan.
2. This is an Exercise Notice. The Warrant Holder hereby exercises [●] Equityco Warrants, entitling it, subject to payment of an exercise price in an amount of €[●] (the “Exercise Price”) and subject to its execution of a deed of adherence to the Shareholders’ Agreement, to [●] newly-issued shares of Equityco (the “New Shares”) as of the date which shall be the later of (i) the date of receipt by Equityco of the Exercise Price, (ii) the date of receipt by Equityco of the executed deed of adherence to the Shareholders’ Agreement, and (iii) the date of receipt by Equityco of this Exercise Notice in accordance with Section 10.2 of the Warrants Terms and Conditions.
3. The Warrant Holder [has paid][shall pay] the Exercise Price to Equityco’s account referenced in Section 6.2 of the Warrants Terms and Conditions in the manner provided therein. The payment [was][shall be] made by [entity] from [account number] at [bank] on [date].
4. [The Warrant Holder encloses herewith a duly executed deed of adherence to the Shareholders’ Agreement.]
5. [The Warrant Holder requests the New Shares to be delivered in registered form (*op naam*) and hereby delegates the power to any two directors of Equityco, with the power to subdelegate, to, on its behalf, record the Warrant Holder’s ownership of the New Shares in the shareholders’ register of Equityco in the name of the Warrant Holder at the following address

Registered seat, country: [●]

Facsimile: [●]

Contact(s): [●]]

OR

[The Warrant Holder requests the New Shares to be delivered in deregistered (*gedematerialiseerd*) form as [such form is permitted pursuant to Article [●] of the charter of Equityco][the Equityco Warrants are exercised immediately preceding an Initial Public Offering with the objective of selling the New Shares in the Initial Public Offering.]

6. The certificate to be issued by Equityco to the Warrant Holder to evidence registration of the New Shares in the shareholders' register of Equityco referenced in Section 4.3 of the Warrants Terms and Conditions, as well as any notices that the Warrant Holder is entitled to receive pursuant to the Belgian Company Code, as the case may be, shall be sent to the address referenced in paragraph 4.

By [the Warrant Holders' Authorized Representative(s)]

Attachments

TERMS AND CONDITIONS OF THE HOLDCO WARRANTS

Capitalized terms used but not defined herein have the meaning assigned to such terms in the Plan.

The terms and conditions of the Holdco Warrants are set out below.

In accordance with the Belgian Company Code, these terms and conditions will be approved in the form of stand-alone terms and conditions (in Dutch language) by the extraordinary meeting of shareholders of Holdco contemplated in Section 5.3(e)(ii)13 of the Plan. In connection with the issue of the Holdco Warrants, the preferential subscription right (*voorkeurrecht*) of the shareholders of Holdco shall not be cancelled (*opgeheven*) or limited (*beperkt*), but each shareholder of Holdco at the Effective Date shall waive its preferential subscription right in accordance with Section 5.7 of the Plan.

1. FORM, NATURE

- 1.1 The Holdco Warrants shall be warrants (*naakte warrants*) within the meaning of articles 496 and following of the Belgian Company Code (*Wetboek van vennootschappen*).
- 1.2 The Holdco Warrants shall be in registered form (*op naam*), and may not be converted into deregistered (*gedematerialiseerd*) securities.
- 1.3 The name and official address of each owner of Holdco Warrants (the “Warrant Holder”), together with the number of Holdco Warrants held, shall be registered in the register of warrant holders that is kept at the registered office of Holdco.
- 1.4 A certificate acknowledging such registration shall be issued by Holdco to each Warrant Holder (the “Certificate”). The Certificate shall not constitute a security incorporating legal title to, or any other right or interest in, the Holdco Warrant(s) referred to therein. The Certificate shall merely state that on the date referred to therein, the Warrant Holder referred to in the Certificate has been recorded in Holdco’s register of warrant holders as owner of the Holdco Warrant(s) referred to therein. If any Certificate is lost, stolen, mutilated or destroyed, then Holdco shall, at the request of the Warrant Holder concerned, issue in exchange and substitution for and upon cancellation of the lost, stolen, mutilated or destroyed Certificate, upon receipt of a proper affidavit or other evidence reasonably satisfactory to Holdco, a new Certificate representing an equivalent number of Holdco Warrants as the Certificate so lost, stolen, mutilated or destroyed. Any transfer of a Certificate shall not constitute a transfer of the Holdco Warrant(s) referred to therein or of the legal title or right thereto or of any other interest therein.

2. ISSUANCE AND NUMBER

- 2.1 *Prerequisite to issuance.* If the HY Noteholder Classes vote to Accept the Plan, on the Effective Date, each Holder of an Allowed HY Notes Claim shall receive a

Pro Rata share of the maximum number of Junior Creditor Holdco Warrants that can be issued to the HY Noteholders pursuant to Section 2.4, in full satisfaction, settlement, discharge and release of all HY Notes Claims against any and all Debtors. If the HY Noteholder Classes and the PIK Lender Class vote to Accept the Plan, on the Effective Date, each Holder of an Allowed PIK Debt Claim shall receive a Pro Rata share of the maximum number of Junior Creditor Holdco Warrants that can be issued to PIK Lenders pursuant to Section 2.4, in full satisfaction, settlement, discharge and release of all PIK Debt Claims.

- 2.2 *Exchange of Holdco Warrants.* Immediately upon registration of the Warrant Holders in accordance with Section 1.3, (i) the HY Noteholders and the PIK Lenders (acting through either TAC pursuant to Section 5.7 of the Plan, on the Effective Date, or any two directors of Holdco pursuant to the powers granted under the Acceptance Notice, following the Effective Date), shall transfer the Junior Creditor Holdco Warrants to Equityco in exchange for the issue by Equityco of Junior Creditor Equityco Warrants, as contemplated in Section 5.3(e)(ii)16 of the Plan and (ii) TAC, as proxy for the Senior Lenders, shall transfer the MIP Holdco Warrants to Equityco in exchange for the issue by Equityco of MIP Equityco Warrants, as contemplated in Section 5.3(e)(ii)16 of the Plan.

2.3 *Issuance.*

- 2.3.1 A HY Noteholder's or PIK Lender's Pro Rata share of the maximum number of the Junior Creditor Holdco Warrants that can be issued to the HY Noteholders pursuant to Section 2.4 shall be issued to a HY Noteholder or a PIK Lender subject to the condition precedent that such HY Noteholder or PIK Lender, as applicable, sends to the Disbursing Agent by the last Belgian business day of the sixth month following the Effective Date (by 5pm CET), as contemplated in Section 6.12 of the Plan, a duly executed acceptance notice (an "Acceptance Notice"), in the form attached hereto as Annex 1 and attaching the relevant securities account excerpts or other reasonable evidence satisfactory to the Disbursing Agent to establish its entitlement to a Pro Rata share of the Junior Creditor Holdco Warrants on the Effective Date.

- 2.3.2 On the Effective Date, TAC representing the Senior Lenders in accordance with Section 5.3(e)(ii)16 of the Plan shall accept the issuance of the MIP Holdco Warrants on behalf of the Senior Lenders and proceed with the registration described in Section 1.3 above.

- 2.4 *Number.* The Holdco Warrants shall be issued, in accordance with Section 2.2, as follows:

- 2.4.1 A maximum number of [•] Junior Creditor Holdco Warrants, corresponding to maximum 17.5% of the number of shares in Holdco

issued at the end of the Effective Date, shall be issued to the HY Noteholders;

- 2.4.2 A maximum number of [•] Junior Creditor Holdco Warrants, corresponding to maximum 1.25% of the number of shares in Holdco issued at the end of the Effective Date, shall be issued to the PIK Lenders; and
- 2.4.3 A maximum number of [•] MIP Holdco Warrants, corresponding to maximum 6.25% of the number of shares in Holdco issued at the end of the Effective Date, shall be issued to the Senior Lenders, represented by TAC pursuant to Section 5.3(e)(ii)16 of the Plan.
- 2.4.4 The Holdco Warrants shall be numbered in the register of warrant holders referenced in Section 1.3, and the number of Holdco Warrants shall be subject to adjustment from time to time, as the case may be, in accordance with Section 8.1.

3. **ISSUE PRICE**

The Holdco Warrants shall be issued pursuant to the Plan and for no consideration.

4. **UNDERLYING SHARES**

- 4.1 *New shares.* Subject to the terms and conditions herein, each Holdco Warrant shall entitle the holder thereof, upon exercise pursuant to Section 5.2, to subscribe for one newly-issued ordinary share of Holdco (a “New Share”). Each New Share shall be:
 - 4.1.1 an ordinary share of Holdco, duly authorized and validly issued, free from all liens, encumbrances and other charges, fully paid up, without nominal value, with the same rights and benefits as all other then outstanding ordinary shares of Holdco immediately preceding the exercise of the Holdco Warrant(s) concerned;
 - 4.1.2 entitled to Distributions (as defined immediately below) (as if it had been issued on and from the commencement of the relevant fiscal year) with respect to the fiscal year in which it was issued and of subsequent fiscal years, plus, as the case may be, in the event that the Holdco Warrant is exercised before payment to the holders of ordinary shares of Holdco of a Distribution in respect of any preceding fiscal year, any Distribution for any such year, provided that, in each case, such Distributions have not been taken into account pursuant to Section 8.1;

with “Distribution” defined as any dividend distribution (whether in cash or in kind or in shares, and whether by distribution of profits or of accumulated reserves), share buy-back, capital reduction by

reimbursement or other distribution of assets, securities or cash to shareholders.

- 4.2 *Form.* The New Shares issued upon exercise of a Holdco Warrant shall be delivered in registered form (*op naam*) except that the New Shares shall be delivered in deregistered (*gedematerialiseerd*) form (i) if such form is permitted pursuant to the charter of Holdco at that time and the deregistered form of the New Shares has been requested in the Exercise Notice or (ii) if the Holdco Warrants are exercised immediately preceding an Initial Public Offering (as defined below) with the objective of selling the New Shares in the Initial Public Offering. If the New Shares are issued in registered form, the exercising Warrant Holder to which such New Shares are issued shall be registered in the register of shareholders held by Holdco. A certificate acknowledging such registration shall be issued by Holdco to the relevant exercising Warrant Holder.
- 4.3 *Adjustment.* The number of shares to which a Warrant Holder is entitled to subscribe upon the exercise of a Holdco Warrant is subject to adjustment from time to time in accordance with Section 8.1.

5. TERM AND EXERCISE

- 5.1 *Term.* Each Holdco Warrant shall have a term of five years starting on the Effective Date and ending on the fifth anniversary date thereof. Each Holdco Warrant may, prior to the expiration of its term, be exercised at any time (including on the Effective Date) at the option of the Warrant Holder. Each Holdco Warrant may be exercised as a whole or, as the case may be following an adjustment referenced in Section 9.2, in part, without prejudice to Section 5.4. If a Holdco Warrant is not exercised within its term, it shall automatically lapse at 11:59 p.m. Brussels time on the fifth anniversary of the Effective Date, without any indemnification, penalty or other compensation being due.
- 5.2 *Exercise.* A Warrant Holder shall, if it so elects, exercise all or some of the Holdco Warrants for which it is the registered owner by (i) sending a duly executed notice to Holdco (an “Exercise Notice”), in the form attached hereto as Annex 2, and (ii) paying the Exercise Price, as set forth in Section 6. The later date of (i) the date on which the Exercise Notice shall have been served (or be deemed served) on Holdco pursuant to Section 10.2.2, and (ii) the date of Holdco’s receipt of the Exercise Price (as defined below) shall be the exercise date.
- 5.3 *Issuance of New Shares.*
- 5.3.1 The capital increase and the issuance of the New Shares shall be recorded by any two members of the Board of Directors of Holdco acting jointly before a Belgian notary public, pursuant to Article 591 of the Belgian Company Code, at the latest one month following the later of Holdco’s receipt of (i) the Exercise Notice, as set forth in Section 5.2 above, and (ii)

full payment of the Exercise Price, as set forth in Section 6.2. Holdco shall only be required to issue New Shares as a result of the exercise of any Holdco Warrants if the conditions set out in Section 5.2 above have been complied with.

5.3.2 Except for the Exercise Price, all costs in connection with the capital increase and issuance of the New Shares as a result of the exercise of the Holdco Warrants shall be borne by Holdco.

5.4 *Fractions of Shares.* Upon exercise of the Holdco Warrants, any share fractions shall be rounded down to the immediately lower whole number and any surplus corresponding to the share fraction for which no New Shares were issued shall not be compensated. The number of New Shares to be issued upon the exercise of more than one Holdco Warrant (including, for this purpose, fractions) shall be aggregated for purposes of the computation pursuant to this Section.

5.5 *Certificate.* Upon exercise of the Holdco Warrants, the Certificates previously issued to the relevant Warrant Holder in respect of such Holdco Warrants shall be remitted to Holdco. In case of partial exercise of the Holdco Warrants, a new Certificate shall be issued to the Warrant Holder in exchange for the previously issued Certificate.

6. EXERCISE PRICE

6.1 *Exercise Price.* The exercise price, as it may be adjusted from time to time in accordance with Section 8.1, (the “Exercise Price”) for each Holdco Warrant shall be €[•]. The Exercise Price shall be expressed in euro, and shall be calculated in accordance with the following formula:

$$E = V / N$$

where

E = the exercise price of one Holdco Warrant;

V = 150,000,000; and

N = the number of issued ordinary shares in Holdco at the end of the Effective Date.

6.2 *Payment.* The payment of the Exercise Price by the exercising Warrant Holder in respect of the relevant number of Holdco Warrants being exercised shall be made in cash to Holdco’s special account number [•] opened with [•] for this purpose. Such payment of the Exercise Price shall be made free and net of any commissions, charges or any other deductions.

7. RIGHTS OF WARRANT HOLDERS

7.1 The Holdco Warrants shall have no voting, dividend or liquidation rights.

- 7.2 In accordance with Article 501 of the Belgian Company Code, if Holdco's capital is proposed to be increased by contributions in cash, a Warrant Holder shall have the right (but not the obligation) to exercise all or some of its Holdco Warrants in accordance with the terms and conditions hereof and to participate in such capital increase, at the same price and with the other benefits as apply generally to the shares that are issued in such capital increase, but only to the extent all of the existing shareholders are entitled to subscribe to such capital increase.
8. **TRANSFERABILITY**
- 8.1 The Holdco Warrants shall not be transferable other than (i) to Equityco pursuant to the Plan, (ii) in connection with an Exit Event, as defined below, or (iii) in connection with an Initial Public Offering. Transfers in breach of this Section 8 shall not be enforceable vis-à-vis Holdco.
- 8.2 For the purposes of this Section 8, an "Exit Event" and an "Initial Public Offering" shall have the meaning ascribed to such terms in the Shareholders' Agreement.
- 8.3 Without prejudice to this Section 8, a transfer of any Holdco Warrant shall only be enforceable vis-à-vis Holdco and third parties by the recording of such transfer in the register of warrant holders referenced in Section 1.3.
9. **ANTI-DILUTION**
- 9.1 *Corporate actions.* Holdco expressly reserves the right to proceed with any Distribution or any other corporate action that may have an impact on its capital or net assets, including capital increases (including by incorporation of reserves, below par value and with or without cancellation or limitation of preferential subscription rights), capital decreases (including by incorporation of losses), issuances of non-voting shares, convertible bonds or warrants, stock splits or reverse stock splits, mergers and demergers (including partial demergers), reorganizations, reclassifications and consolidations, as well as the right to amend its charter in respect of the allocation of profits or liquidation surplus. Without prejudice to any applicable provisions of the Belgian Company Code, Holdco shall give each Warrant Holder and holder of Equityco Warrants 30 days prior notice of each such corporate action.
- 9.2 *Adjustment.* If there is an Adjustment Event (as defined below) at any time whilst any Holdco Warrants are outstanding, the number of Holdco Warrants, the Exercise Price of the Holdco Warrants and/or the number of New Shares to which each Warrant Holder is entitled upon exercise shall be adjusted so as to neutralize the effect of the Adjustment Event, in the manner set forth in a report issued by an audit firm of international repute appointed by Holdco to this end in connection with the Adjustment Event (the "Audit Firm"), and notified to each Warrant Holder, holder of Equityco Warrants and, to the extent not a Warrant Holder, Equityco (the "Report"). Each Report shall set forth the adjustments needed, as

the case may be, to the terms and conditions of the Holdco Warrants and to the Equityco Warrants as a result of the Adjustment Event.

- 9.3 *Arbitration.* Within thirty calendar days of receipt of the Report, one or more holders of Junior Creditor Holdco Warrants (other than Equityco) or one or more holders of Junior Creditor Equityco Warrants representing alone or jointly more than 25% of the outstanding number of Junior Creditor Holdco Warrants or Junior Creditor Equityco Warrants, as the case may be, shall, if it or they elect to serve an answer to the Report, serve a copy of its answer on Holdco, together with a demand for arbitration (each such respondent, a “Demanding Party”). Holdco shall then (i) serve the Audit Firm and each Warrant Holder and holder of Equityco Warrants and, to the extent not a Warrant Holder, Equityco with a copy of the Demanding Parties’ answer within 15 days of receipt thereof, and (ii) initiate arbitration with an audit firm of international repute (other than the Audit Firm) (the “Arbitrator”), within thirty days of delivery of the demand for arbitration. The arbitration shall be conducted in English and shall take place in Brussels, Belgium. Other than the Demanding Parties, no Warrant Holder or holder of Equityco Warrants may intervene in the arbitration. The Arbitrator shall provide the opportunity to the Audit Firm and the Demanding Parties to present their determination in a hearing, and shall order such additional written support as it deems necessary (providing each party with the opportunity to comment on such additional submissions). In determining the method and level of adjustment of the Equityco Warrants and Holdco Warrants, as the case may be, the Arbitrator shall award either the adjustment proposed by the Audit Firm or the adjustment proposed by one of the Demanding Parties. The Arbitrator shall render its award within 60 calendar days of its appointment.
- 9.4 *Adjustment principles.* Any adjustment shall be made subject to the following principles:
- 9.4.1 as result of any adjustment(s), the total number of New Shares to be, or capable of being, subscribed on any subsequent exercise of the Holdco Warrants must carry as nearly as possible the same proportion (expressed as a percentage of the total number of votes exercisable in respect of all the ordinary shares of Holdco immediately prior to the Adjustment Event) of the votes;
 - 9.4.2 the Exercise Price shall always be greater than zero;
 - 9.4.3 the method and level of adjustment (by an adjustment of the number of warrants, the exercise price and/or the number of newly-issued shares to which a warrant holder is entitled upon exercise, or a combination thereof) shall be aligned for the Equityco Warrants and Holdco Warrants;
 - 9.4.4 no adjustments shall be made if the Warrant Holders or holders of Equityco Warrants are not diluted in value, such as in the case of a capital

increase at a price per share equal to or exceeding the market value of a Holdco share.

- 9.5 *Effective date.* An adjustment made pursuant to Section 9.2 shall become effective on the date of the Adjustment Event, which, in the case of Distributions, shall be the ex-dividend date. This adjustment may later be amended following the rendering of the arbitral award referenced in Section 9.3.
- 9.6 *Costs and expenses.* The fees of the Audit Firm, along with all other costs and expenses associated with such Adjustment Event, shall be borne by Holdco. In addition, reasonable fees of one audit firm appointed by the Demanding Party prevailing in the arbitration referenced in Section 9.3 shall be borne by Holdco.
- 9.7 *Notice of adjustment.* Holdco shall notify any such adjustment to the Warrant Holders and, to the extent not a Warrant Holder, Equityco within one month following the execution of the Adjustment Event.
- 9.8 *Adjustment Event.* For the purpose of this Section 8.1, “Adjustment Event” means any event falling within the scope of Section 9.1 above, except for (i) any capital increases (a) resulting from the exercise of Holdco Warrants or (b) incorporating reserves or profits (and without issuing new shares); and (ii) any capital decreases absorbing losses.
- 9.9 *Multiple Adjustment Events.* Where applicable, if a transaction gives rise to adjustment pursuant to several events referenced in this Section 8.1, the effect of such adjustments shall be combined.
10. **MISCELLANEOUS**
- 10.1 *Governing law and jurisdiction.* These terms and conditions are governed by, and shall be construed in accordance with, Belgian law, and any dispute arising in connection herewith shall be settled by the courts of Antwerp.
- 10.2 *Notices.* Without prejudice to any applicable provisions of the Belgian Company Code
- 10.2.1 all notices contemplated in connection with these terms and conditions shall be in English and in writing;
- 10.2.2 such notices shall be given, and shall be deemed to have been duly given upon receipt by the addressee, by overnight courier or by facsimile (with confirmation copies delivered by overnight courier on or before the 3rd Belgian business day after such facsimile delivery) at the addresses and facsimile numbers set forth in the register of warrant holders referenced in Section 1.3 (as each Warrant Holder may update from time to time), the registered address of Holdco (facsimile: [●]), or the registered address of the Disbursing Agent (facsimile: [●]), as applicable.

- 10.3 *Interpretation.* The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” unless such phrase otherwise appears. Except as otherwise provided herein, when computing terms, the *dies a quo* shall not, and the *dies ad quem* shall, be included in the term. In case of conflict or discrepancy between these terms and conditions and those that shall be adopted by the extraordinary meeting of shareholders of Holdco on the Effective Date that will decide on the issuance of the Holdco Warrants, the Dutch language terms and conditions adopted on the Effective Date shall prevail.

Annex 1: Acceptance Notice

To: (1) [●], in its capacity as Disbursing Agent

From: (2) [●], (the “Warrant Holder”)

Dated: [●]

***In re Truvo USA LLC, et al., Debtors, Chapter 11, Case No. 10-13513 (AJG),
Jointly Administered, United States Bankruptcy Court for the Southern
District of New York***

BY FACSIMILE AND OVERNIGHT COURIER WITH CONFIRMATION OF
RECEIPT

1. Reference is made to the Joint Plan of Reorganization of Truvo LLC, et al., Debtors, under Chapter 11 of the Bankruptcy Code (as amended or supplemented from time to time) in the above-captioned cases (the “Plan”). Capitalized terms used but not defined herein have the meaning assigned to such terms in the Plan.
2. This is an Acceptance Notice. The Warrant Holder hereby accepts to receive the Warrant Holder’s Pro Rata Share of the [HY Noteholder Warrants][PIK Lender Warrants] as of the date of receipt by the Disbursing Agent of this Acceptance Notice, in accordance with Section 10.2 of the Warrants Terms and Conditions. The Warrant Holder acknowledges that the Disbursing Agent must have received this Acceptance Notice by the last Belgian business day of the sixth month following the Effective Date (by 5pm CET), as provided in Section 6.12 of the Plan, failing which the Warrant Holder shall not receive its Pro Rata Share of the [HY Noteholder Warrants][PIK Lender Warrants].
3. The Warrant Holder represents that on the Effective Date it held [USD][EUR] [●] in principal amount under the [8.375% HY Notes][8.50% HY Notes][PIK Loan Agreement], and attaches [the relevant securities account excerpts][●] as well as [●], dated as of the Effective Date, to establish the Warrant Holder’s entitlement to its Pro Rata Share of the [HY Noteholder Warrants][PIK Lender Warrants].
4. Without prejudice to Section 5.7 of the Plan, the Warrant Holder hereby delegates the power to any two directors of Holdco, with the power to subdelegate, to, on its behalf, (i) receive its Pro Rata Share of the Junior Creditor Holdco Warrants, (ii) transfer it to Equityco in exchange for its Pro Rata Share of the Junior Creditor Equityco Warrants, and (iii) record the Warrant Holder’s ownership and transfer of the Junior Creditor Holdco Warrants and Junior Creditor Equityco Warrants, as applicable, in the warrant holders registers referenced in Sections 1.3 of the Warrants Terms and Conditions in the name of the Warrant Holder at the following address

Registered seat, country: [●]

Facsimile: [●]

Contact(s): [●]

5. The Certificate to be issued in name of the Warrant Holder and referenced in Section 1.4 of the Warrants Terms and Conditions as well as any notices that the Warrant Holder is

entitled to receive pursuant to the Belgian Company Code shall be sent to the address referenced in paragraph 4.

By [the Warrant Holders' Authorized Representative(s)]

Attachments

Annex 2: Exercise Notice

To: (1) [●], (“Holdco”)

From: (2) [●], (the “Warrant Holder”)

Dated: [●]

***In re Truvo USA LLC, et al., Debtors, Chapter 11, Case No. 10-13513 (AJG),
Jointly Administered, United States Bankruptcy Court for the Southern
District of New York***

BY FACSIMILE AND OVERNIGHT COURIER WITH CONFIRMATION OF RECEIPT

Reference is made to the Joint Plan of Reorganization of Truvo LLC, et al., Debtors, under Chapter 11 of the Bankruptcy Code (as amended or supplemented from time to time) in the above-captioned cases (the “Plan”). Capitalized terms used but not defined herein have the meaning assigned to such term in the Plan.

This is an Exercise Notice. The Warrant Holder hereby exercises [●] Holdco Warrants, entitling it, subject to payment of an exercise price in an amount of €[●] (the “Exercise Price”), to [●] newly-issued shares of Holdco (the “New Shares”) as of the date which shall be the later date of receipt by Holdco of (i) the Exercise Price and (ii) this Exercise Notice in accordance with Section 10.2 of the Warrants Terms and Conditions.

The Warrant Holder [has paid][shall pay] the Exercise Price to Holdco’s account referenced in Section 6.2 of the Warrants Terms and Conditions in the manner provided therein. The payment [was][shall be] made by [entity] from [account number] at [bank] on [date].

[The Warrant Holder requests the New Shares to be delivered in registered form (*op naam*) and hereby delegates the power to any two directors of Holdco, with the power to subdelegate, to, on its behalf, record the Warrant Holder’s ownership of the New Shares in the shareholders’ register of Holdco in the name of the Warrant Holder at the following address

Registered seat, country: [●]

Facsimile: [●]

Contact(s): [●]

OR

[The Warrant Holder requests the New Shares to be delivered in deregistered (*gedematerialiseerd*) form as [such form is permitted pursuant to Article [●] of the charter of Holdco][the Holdco Warrants are exercised immediately preceding an Initial Public Offering with the objective of selling the New Shares in the Initial Public Offering.]

The certificate to be issued by Holdco to the Warrant Holder to evidence registration of the New Shares in the shareholders’ register of Holdco referenced in Section 4.2 of the Warrants Terms and Conditions, as well as any notices that the Warrant Holder is entitled to receive

pursuant to the Belgian Company Code, as the case may be, shall be sent to the address referenced in paragraph 4.

By [the Warrant Holders' Authorized Representative(s)]

EXHIBITS TO THE PLAN OF REORGANIZATION

EXHIBIT F

INSTRUCTIONS

Instructions to Senior Agent

1 Conditions

1.1 The instructions set out [herein]/[in this instruction letter]:

1.1.1 shall (in addition to any other conditions to effectiveness set out in these instructions) become effective:

- (i) in relation to paragraph 3 below, upon TAC giving notice to the Senior Agent and the Security Agent of the projected Effective Date in accordance with the Plan, such notice to be in the form or substantially in the form of Schedule 1 of this Exhibit F (the "Company Notice"); and
- (ii) other than in relation to paragraph 3 below, on the Effective Date (as specified in the Company Notice);

1.1.2 are subject to the conditions set out in Exhibit B to the Plan having been satisfied or waived to the satisfaction of the Senior Agent and the Security Agent.

1.2 Capitalised terms not otherwise defined herein shall have the meaning given to such terms in the Intercreditor Agreement.

1.3 The Senior Agent and the Security Agent shall be under no duty or obligation to make any enquiry as to the existence or otherwise of the matters which are the subject of the Company Notice.

1.4 These instructions and any non-contractual obligations arising out of or in connection with it, shall be governed by English law.

2 Requirements for trading of Senior Debt Claims

2.1 I hereby agree not to sell, pledge, hypothecate or otherwise transfer any Senior Debt Claim unless the transferee agrees, as a condition to such transfer, to execute and deliver this instruction letter to the Senior Agent. Any transfer of a Senior Debt Claim that does not comply with this section shall be deemed *void ab initio*.

3 Acceleration and demand

3.1 The instructions set out in paragraph 3.2 shall become effective upon TAC giving notice to the Senior Agent of the projected Effective Date in accordance with the Plan by serving on the Senior Agent the Company Notice.

3.2 Pursuant to Clause 26.10(a) (*Acceleration*) of the Senior Facility Agreement and by the delivery of a notice (the "**Acceleration Notice**") to the Obligors as defined in the Senior Facility Agreement in the form or substantially in the form set out in Schedule 2 (*Form of Acceleration Notice*) of this Exhibit F, I hereby irrevocably instruct the Senior Agent to do the following within five Business Days following receipt by the Senior Agent of the Company Notice:

3.2.1 cancel the Total Commitments;

3.2.2 declare all Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents be immediately due and payable; and

- 3.2.3 demand from the Borrowers payment of all Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents.

4 Demand on guarantee

- 4.1 The instructions set out in paragraph 4.2 shall become effective upon TAC giving notice to the Senior Agent in the form or substantially in the form set out in Schedule 7 of this Exhibit F (Effective Date Notice) (the “**Effective Date Notice**”).
- 4.2 Without prejudice to Clause 26.10(f) of the Senior Facility Agreement, pursuant to Clause 21 (*Guarantee and indemnity*) of the Senior Facility Agreement and by the delivery of a notice (the “**Demand Notice**”) to TAC in the form or substantially in the form set out in Schedule 3 (*Form of Demand Notice*) of this Exhibit F, I hereby irrevocably instruct the Senior Agent promptly to demand from TAC, as guarantor under the Senior Facility Agreement, payment of all Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents in accordance with the terms of the Senior Finance Documents.

5 Request for sale of TUSA equity interests

- 5.1 The instructions set out in paragraph 5.2 shall become effective immediately after service of the Demand Notice.
- 5.2 Pursuant to Clause 29.7 (*Majority Lenders’ instructions*) of the Senior Facility Agreement and with reference to Clause 22.4(a)(ii) (*Authority of Security Agent*) of the Intercreditor Agreement, I hereby irrevocably instruct the Senior Agent, promptly after the service of the Demand Notice on TAC, to request that TAC dispose of its equity interests in TUSA pursuant to the Plan, such request to be made by delivery of a letter in the form or substantially in the form set out in Schedule 4 (*Form of Request*) of this Exhibit F.

6 Release of guarantees and security

- 6.1 The instructions set out in paragraph 6.2 shall become effective immediately following the service on TAC by the Senior Agent of the letter referred to in paragraph 5.2 above.
- 6.2 Pursuant to Clause 29.7 (*Majority Lenders’ instructions*) of the Senior Facility Agreement and with reference to Clause 22.4(a)(ii) (*Authority of Security Agent*) of the Intercreditor Agreement, I hereby irrevocably instruct the Senior Agent to instruct the Security Agent, such instruction to be made by delivery of a letter in the form or substantially in the form set out in Schedule 5 (*Security Agent Instruction*) of this Exhibit F, to exercise the authority granted to the Security Agent under Clause 22.4(a)(ii) (*Authority of Security Agent*) of the Intercreditor Agreement to release:
- 6.2.1 TUSA and all Subsidiaries of TUSA (the “**TUSA Group**”) from all its past, present and future liabilities and/or obligations (both actual and contingent) as a borrower and guarantor of the whole of the Senior Debt and the High Yield Notes Guarantee Debt (including any liability to any member of the Group by way of guarantee or contribution);
- 6.2.2 all Security granted by TUSA and each member of the TUSA Group over any asset under any Security Document; and
- 6.2.3 all Security granted by TAC over the share capital of TUSA under any Security Document,

in each case by executing certain release documents, which documents include the release of the Security referred to in Schedule 6 (*Security*) of this Exhibit F. The agreed upon forms of the aforementioned release documents were filed with the Bankruptcy Court and posted on the Debtors' restructuring website at <http://www.kccllc.net/truvo> on [_____].

7 Sale Proceeds

Pursuant to Clause 29.7 (*Majority Lenders' instructions*) of the Senior Facility Agreement, subject to the Security Agent being stated to be a party to the Funds Flow Agreement, I hereby irrevocably instruct the Senior Agent to instruct the Security Agent to:

7.1.1 enter into the Funds Flow Agreement; and

7.1.2 apply any and all monies received by it under and pursuant to the terms of the Funds Flow Agreement in the manner set out therein.

Pursuant to Clause 29.7 (*Majority Lenders' instructions*) of the Senior Facility Agreement, I hereby irrevocably instruct the Senior Agent to:

7.1.3 enter into the Funds Flow Agreement; and

7.1.4 apply any and all monies received by it under and pursuant to the terms of the Funds Flow Agreement in the manner set out therein.

8 Protections

In acting in accordance with the instructions given herein, I agree that the Senior Agent and the Security Agent shall have the benefit of the provisions of Exhibit H (*Agent Protections*) of the Plan Support Agreement.

Schedule 1 to Exhibit F: Instructions
Form of Company Notice

To: J.P. Morgan as Security Agent

Attention: [_____]

Fax No: [_____]

To: J.P. Morgan as Senior Agent

Attention: [_____]

Fax No: [_____]

To: [CoComm]

Attention: [_____]

Fax No: [_____]

To: [Elliott Lender]

Attention: [_____]

Fax No: [_____]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)

€1,025,000,000 Facility Agreement dated 23 May 2007

**(the "Senior Facility Agreement") and the Joint Plan of Reorganization of Truvo USA LLC, *et al.* dated as of
July 14, 2010 (as amended, the "Plan")**

We refer to the Plan and the Senior Facility Agreement. Capitalised terms not otherwise defined in this letter shall have the meaning given to them in the Plan.

We refer to the Instructions. This is a Company Notice.

We hereby give you notice that the projected Effective Date of the Plan is [●].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
[Name[s] of Sender[s]]

authorised signatory for

Truvo Acquisition Corp.

Schedule 2 to Exhibit F: Instructions
Form of Acceleration Notice

[ON THE LETTERHEAD OF THE SENIOR AGENT]

To:

Truvo Belgium Comm. V
De Keyserlei 5, 2018 Antwerp
Belgium
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo USA LLC
C/o Carolyn Joy Lee
Suite 801
222 East 41st Street
New York, NY 10017-6702
USA
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

cc:

Truvo Acquisition Corp.
C/o Carolyn Joy Lee
Suite 801
222 East 41st Street
New York, NY 10017-6702
USA
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Nederland B.V.
Claudius Prinsenlaan 144, 4818 CP Breda.
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Dutch Holdings BV
Claudius Prinsenlaan 144, 4818 CP Breda.
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Ireland Ltd.
St. Martin's House

Truvo Ireland Holdings B.V.
Claudius Prinsenlaan 144, 4818 CP Breda.
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Services & Technology BV
Hoogoorddreef 5, Gebouw Azie,
1101 BA Amsterdam Zuidoost
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Curaçao N.V.
Landhuis Joonchi,
Kaya Richard J. Beaujon Z/N
Curaçao
Netherlands Antilles
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Ireland Holdings B.V.
Claudius Prinsenlaan 144, 4818 CP Breda.
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Nederland Holdings B.V.
Claudius Prinsenlaan 144, 4818 CP Breda.
The Netherlands
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Subsidiary Corp.
C/o Carolyn Joy Lee
Suite 801

Waterloo Road
Dublin 4
Ireland
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

222 East 41st Street
New York, NY 10017-6702
USA
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

Truvo Corporate CVBA
De Keyserlei 5, 2018 Antwerp
Belgium
Attention: Marc C. F. Goegebuer
[Fax No: [_____]]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)
€1,025,000,000 Facility Agreement dated 23 May 2007 (the "Senior Facility Agreement")

We refer to the Senior Facility Agreement. Terms defined in the Senior Facility Agreement have the same meaning in this letter unless given a different meaning in this letter.

An Event of Default has occurred under Clause 26 (*Events of Default*) of the Senior Facility Agreement by reason of the Filing Entities (as defined in that certain Plan Support Agreement dated as of 29 June 2010) filing a petition for relief under Chapter 11 of Title 11 of the United States Code.

On the instructions of the Majority Lenders, we notify you that, in accordance with Clause 26.10 (*Acceleration*) of the Senior Facility Agreement, we hereby:

- cancel the Total Commitments; and
- declare all the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents be immediately due and payable.

On the instructions of the Majority Lenders, we hereby demand immediate payment of all Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents. As at [the date of this letter]/[_____] the outstanding principal amount of the Utilisations [is]/[was] €[●], the unpaid accrued interest [is]/[was] €[●] [, the unpaid accrued fees [are]/[were] €[●]]/[and other sums now payable under the Senior Finance Documents amount[ed] to €[●].

While the amount demanded accurately reflects the position as set out in our records on [_____] , we expressly reserve the right to make further demands for payment, should any further sum be found to be outstanding under the Senior Finance Documents.

On the instructions of the Majority Lenders, we also notify you that, in accordance with Clause 37 (*Remedies and waivers*) of the Senior Facility Agreement, we continue to reserve all of our other rights in relation to the Event[s] of Default described above. No failure to exercise, nor any delay in exercising, on the part of any Senior Finance Party, any right or remedy under the Senior Finance Documents, nor anything else which any Senior Finance Party has, or may have, agreed or done or may in the future agree or do (including any receipt and/or acceptance of any sum payable under the Senior Finance Documents) does, will or is

intended to operate as a waiver of any Event of Default, any Default, any of your obligations or any right or remedy of any Senior Finance Party, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy, all such rights and remedies being hereby reserved.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

[Name[s] of Sender[s]]

authorised signatory for

J.P. Morgan Europe Limited

as Senior Agent

Schedule 3 to Exhibit F: Instructions
Form of Demand Notice

[ON THE LETTERHEAD OF THE SENIOR AGENT]

To: [Truvo Acquisition Corp. (formerly
World Directories Acquisition Corp.)]

[Attention: [_____]]

[Fax No: [_____]]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)
€1,025,000,000 Facility Agreement dated 23 May 2007 (the "Senior Facility Agreement")

- 1** We refer to the Senior Facility Agreement. Terms defined in the Senior Facility Agreement have the same meaning in this letter unless given a different meaning in this letter.
- 2** We also refer to our letter to the Borrower[s], copied to you, dated [_____] (the "**Acceleration Notice**").
- 3** In the Acceleration Notice we, in accordance with Clause 26.10 (*Acceleration*) of the Senior Facility Agreement and on the instructions of the Majority Lenders, cancelled the Total Commitments and declared all of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents, to be immediately due and payable and demanded immediate payment of all those amounts by the Borrowers.
- 4** The Borrowers have not paid the amounts demanded by us under the Acceleration Notice.
- 5** On the instructions of the Majority Lenders and in accordance with Clause 21 (*Guarantee and indemnity*) of the Senior Facility Agreement, we hereby demand immediate payment by you of each Utilisation, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents, in accordance with the terms and conditions of the Senior Finance Documents. As at [the date of this letter]/[the date stated in the Acceleration Notice] the outstanding principal amount of the Loans [is]/[was] €[●], the unpaid accrued interest [is]/[was] €[●] [, the unpaid accrued fees [are]/[were] €[●] [and other sums now payable under the Senior Finance Documents amounted to €[●].
- 6** While the amount demanded accurately reflects the position as set out in our records on [_____] , we expressly reserve the right to make further demands for payment, should any further sum be found to be outstanding under the Senior Finance Documents.
- 7** On the instructions of the Majority Lenders, we also notify you that, in accordance with Clause 37 (*Remedies and waivers*) of the Senior Facility Agreement, we continue to reserve all of our other rights in relation to the Acceleration Notice described above and the events of default described in it. No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Senior Finance Documents, nor anything else which any Finance Party has, or may have, agreed or done or may in

the future agree or do (including any receipt and/or acceptance of any sum payable under the Senior Finance Documents) does, will or is intended to operate as a waiver of any Event of Default, any Default, any of your obligations or any right or remedy of any Finance Party, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy, all such rights and remedies being hereby reserved, and we reserve the right to demand that you pay all of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Senior Finance Documents.

- 8 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

[Name[s] of Sender[s]]

authorised signatory for

J.P. Morgan Europe Limited

as Senior Agent

Schedule 4 to Exhibit F: Instructions
Form of Request

[ON THE LETTERHEAD OF THE SENIOR AGENT]

To: [Truvo Acquisition Corp. (formerly
World Directories Acquisition Corp.)]

[Attention: [_____]]

[Fax No: [_____]]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)
€1,025,000,000 Facility Agreement dated 23 May 2007 (the "Senior Facility Agreement")

- 1** We refer to the Senior Facility Agreement. Terms defined in the Senior Facility Agreement have the same meaning in this letter unless given a different meaning in this letter.
- 2** Enforcement Action (as defined in the Intercreditor Agreement) has occurred as a result of, among other things, the delivery of an acceleration notice dated [____] to the Company by the Senior Agent and the delivery of a demand notice dated [____] to the Company by the Senior Agent.
- 3** On the instructions of the Majority Lenders and in accordance with Clause 22.4(a)(ii) of the Intercreditor Agreement, we hereby request that, in connection with the Enforcement Action referred to above, you dispose of 100% of TAC's equity interests in TUSA, pursuant to the Plan.
- 4** This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

[Name[s] of Sender[s]]

authorised signatory for

J.P. Morgan Europe Limited

as Senior Agent

Schedule 5 to Exhibit F: Instructions
Security Agent Instructions

[ON THE LETTERHEAD OF THE SENIOR AGENT]

To: J.P. Morgan Europe Limited as
Security Agent

[Attention: [_____]]

[Fax No: [_____]]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)
€1,025,000,000 Facility Agreement dated 23 May 2007 (the "Senior Facility Agreement")

- 1** We refer to the Senior Facility Agreement. Terms defined in the Senior Facility Agreement have the same meaning in this letter unless given a different meaning in this letter.
- 2** On the instructions of the Majority Lenders and in accordance with Clause 29.7 (*Majority Lenders' Instructions*) of the Senior Facility Agreement, and as an Instructing Group under the Intercreditor Agreement, we hereby instruct you to exercise the authority granted to the Security Agent under Clause 22.4(a)(ii) (*Authority of Security Agent*) of the Intercreditor Agreement to release:
 - (a) TUSA and all Subsidiaries of TUSA (the "**TUSA Group**") from all its past, present and future liabilities and/or obligations (both actual and contingent) as a borrower and guarantor of the whole of the Senior Debt and High Yield Notes Guarantee Debt (as defined in the Intercreditor Agreement, including any liability to any member of the Group by way of guarantee or contribution);
 - (b) all Security granted by TUSA and each member of the TUSA Group over any asset under any Security Document; and
 - (c) all Security granted by TAC over the share capital of TUSA under any Security Document,by the execution of each of the documents attached hereto.
- 3** This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

[Name[s] of Sender[s]]

authorised signatory for

J.P. Morgan Europe Limited

as Senior Agent

Schedule 6 to Exhibit F: Instructions
Security

Company	Date	Security Document
TRUVO Acquisition Corp.	29.05.2007	A New York law pledge agreement granted in respect of its membership interests in TRUVO USA LLC
	29.05.2007	A New York law second-ranking pledge agreement granted in respect of its membership interests in TRUVO USA LLC
TRUVO USA LLC.	29.05.2007	A Belgian law share pledge with respect to the shares held in TRUVO Belgium Comm.V
	29.05.2007	A New York law security agreement
	29.05.2007	A Netherlands Antilles deed of disclosed pledge of receivables with TRUVO Curaçao N.V. (as debtor)
	29.05.2007	A Netherlands Antilles deed of disclosed 2nd ranking pledge on receivables under intra-group loan agreement with TRUVO Curaçao N.V. (as debtor)
	29.05.2007	A Belgian law high yield bonds pledge agreement
	30.06.2010	A New York law deposit account control agreement
TRUVO Belgium Comm.V	29.05.2007	A Belgian law pledge over intellectual property rights
	29.05.2007	A Belgian law pledge over receivables
	29.05.2007	A Belgian law pledge over bank accounts
	29.05.2007	A Belgian law pledge over business assets
	29.05.2007	A Belgian law pledge over business assets mandate
	29.05.2007	A Dutch law deed of pledge of shares granted in respect of shares in TRUVO Services & Technology BV
TRUVO Corporate CVBA	29.05.2007	A Belgian law pledge over receivables
	29.05.2007	A Belgian law pledge over bank accounts
	29.05.2007	A Belgian law pledge over business assets
	29.05.2007	A Belgian law pledge over business assets mandate
TRUVO Services & Technology BV	29.05.2007	A Dutch law deed of disclosed pledge of receivables ¹
	29.05.2007	A Dutch law deed of undisclosed pledge of receivables ²

¹ Omnibus agreement entered into by TRUVO Acquisition Corp., TRUVO Services BV, TRUVO Technology BV and TRUVO Curaçao N.V

² Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

		29.05.2007	A Dutch law deed of disclosed pledge of bank accounts ³
		29.05.2007	A Dutch law deed of non-possessory pledge of moveable assets ⁴
		29.05.2007	A Dutch law deed of disclosed pledge of receivables ⁵
		29.05.2007	A Dutch law deed of undisclosed pledge of receivables ⁶
		29.05.2007	A Dutch law deed of disclosed pledge of bank accounts ⁷
		29.05.2007	A Dutch law deed of non-possessory pledge of moveable assets ⁸
		29.05.2007	A Dutch law deed of pledge of shares granted in respect of shares in TRUVO Dutch Holdings BV
		29.05.2007	A Netherlands Antilles law deed of disclosed pledge of registered shares in TRUVO Curaçao N.V.
	TRUVO Curaçao N.V.	29.05.2007	A Dutch law deed of disclosed pledge of receivables ⁹
		29.05.2007	A Netherlands Antilles law deed of disclosed pledge of bank accounts
	TRUVO Dutch Holdings BV	29.05.2007	A Dutch law deed of disclosed pledge of receivables ¹⁰
		29.05.2007	A Dutch law deed of undisclosed pledge of receivables ¹¹
		29.05.2007	A Dutch law deed of disclosed pledge of bank accounts ¹²

³ Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

⁴ Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

⁵ Omnibus agreement entered into by TRUVO Acquisition Corp., TRUVO Services BV, TRUVO Technology BV and TRUVO Curaçao N.V.

⁶ Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

⁷ Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

⁸ Omnibus agreement entered into by TRUVO Services BV and TRUVO Technology BV

⁹ Omnibus agreement entered into by TRUVO Acquisition Corp., TRUVO Services BV, TRUVO Technology BV and TRUVO Curaçao N.V.

¹⁰ Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

¹¹ Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

¹² Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

		29.05.2007	A Dutch law deed of pledge of shares in respect of shares in TRUVO Ireland Holdings BV
		29.05.2007	A Dutch law deed of pledge of shares in respect of shares in TRUVO Nederland Holdings BV
	TRUVO Nederland Holdings BV	29.05.2007	A Dutch law deed of pledge of shares in respect of shares in TRUVO Nederland BV
	TRUVO Ireland Holdings BV	29.05.2007	An Irish law deed of pledge of shares in respect of shares in TRUVO Ireland Ltd
	TRUVO Nederland BV	29.05.2007	A Dutch law deed of disclosed pledge of receivables ¹³
		29.05.2007	A Dutch law deed of undisclosed pledge of receivables ¹⁴
		29.05.2007	A Dutch law deed of disclosed pledge of bank accounts ¹⁵
		29.05.2007	A Dutch law deed of non-possessionary pledge of moveable assets
		29.05.2007	A Dutch law deed of pledge of intellectual property rights
	TRUVO Ireland Ltd	29.05.2007	An Irish law debenture

¹³ Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

¹⁴ Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

¹⁵ Omnibus agreement entered into by TRUVO Dutch Holdings BV and TRUVO Nederland BV

Schedule 7 to Exhibit F: Instructions
Form of Effective Date Notice

To: J.P. Morgan as Security Agent

Attention: [_____]

Fax No: [_____]

To: J.P. Morgan as Senior Agent

Attention: [_____]

Fax No: [_____]

[Date]

Dear Sirs

Truvo Acquisition Corp. (formerly World Directories Acquisition Corp.)
€1,025,000,000 Facility Agreement dated 23 May 2007
(the "Senior Facility Agreement") and the Joint Plan of Reorganization of Truvo USA LLC, *et al.* dated as of
July 14, 2010 (as amended, the "Plan")

- 1** We refer to the Plan and the Senior Facility Agreement. Capitalised terms not otherwise defined in this letter shall have the meaning given to them in the Plan.
- 2** We refer to the Instructions.
- 3** We hereby give you notice that today is the scheduled Effective Date of the Plan.
- 4** This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
[Name[s] of Sender[s]]

authorised signatory for

Truvo Acquisition Corp.