

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

In re:)	
)	Chapter 11
)	
UNITEK GLOBAL SERVICES, INC.,)	Case No. 14- <u>12471</u> (____)
a Delaware Corporation, <i>et al.</i> ¹)	
)	(Joint Administration Requested)
Debtors.)	
)	

**NOTICE OF FILING OF AMENDED JOINT
PREPACKAGED PLAN OF REORGANIZATION FOR UNITEK GLOBAL SERVICES,
INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

PLEASE TAKE NOTICE THAT on October 21, 2014, UniTek Global Services, Inc., a Delaware corporation, and certain of its affiliates, the debtors and debtors in possession in the above captioned cases (the “Debtors”), commenced the solicitation of votes to accept or reject the *Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”).

PLEASE TAKE FURTHER NOTICE THAT that the Debtors hereby file the *Amended Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Amended Plan,” a copy of which is attached hereto as Exhibit A). The Amended Plan contains certain non-material changes to the Plan that were made at the request of certain parties in interest.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: UniTek Global Services, Inc. (3445), UniTek Holdings, Inc. (4120), UniTek Midco, Inc. (5642), UniTek Acquisition, Inc. (4123), Nex-link USA Communications, Inc. (9084), UniTek USA, LLC (0279), Pinnacle Wireless USA, Inc. (1746), DirectSAT USA, LLC (3465), FTS USA, LLC (6247), Advanced Communications USA, Inc. (0091). For the avoidance of doubt, Wirecomm Systems (2008) Inc. (FKA UniTek Canada), an affiliate of the Debtors and wholly owned subsidiary of UniTek USA, LLC, is not a Debtor in the chapter 11 cases. The Debtors’ main corporate address is 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, Pennsylvania 19422.

PLEASE TAKE FURTHER NOTICE THAT, for the convenience of the Court and parties in interest, attached hereto as **Exhibit B** is a blackline document comparing the Amended Plan to the Plan.

Dated: Wilmington, Delaware
November 3, 2014

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EXHIBIT A

AMENDED PLAN

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

In re:)	
)	Chapter 11
)	
UNITEK GLOBAL SERVICES, INC., <i>et al.</i> , ¹)	Case No.
)	
)	
Debtors.)	Joint Administration Requested
)	

**JOINT PREPACKAGED PLAN OF REORGANIZATION OF UNITEK GLOBAL SERVICES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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

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Dated: October 21, 2014

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: UniTek Global Services, Inc. (3445), UniTek Holdings, Inc. (4120), UniTek Midco, Inc. (5642), UniTek Acquisition, Inc. (4123), Nex-link USA Communications, Inc. (9084), UniTek USA, LLC (0279), Pinnacle Wireless USA, Inc. (1746), DirectSAT USA, LLC (3465), FTS USA, LLC (6247), and Advanced Communications USA, Inc. (0091). The Debtors' main corporate address is 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, Pennsylvania 19422.

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INTRODUCTION

UniTek Global Services, Inc. (“UniTek”) and its Debtor affiliates, as debtors and debtors in possession propose this joint prepackaged plan of reorganization (the “Plan”) for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code (as such terms are defined below). Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Article I.A.

Holders of Claims and Interests should refer to the Disclosure Statement (as such terms are defined below) for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information and projections of future operations, as well as a summary and description of this Plan.

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

A. *Defined Terms.*

As used in this Plan, capitalized terms have the meanings ascribed to them below..

1. “*ABL Facility*” means the revolving credit facility provided under the ABL Facility Credit Documents.

2. “*ABL Facility Agent*” means Apollo Investment Corporation, as agent for the ABL Facility Lenders under the ABL Facility Credit Documents, or any successor agent.

3. “*ABL Facility Claims*” means any Claim derived from, based upon, relating to, or arising from the ABL Facility Credit Documents, including any ABL Facility Claims on account of Last Out Loans as defined in the ABL Facility Credit Documents.

4. “*ABL Facility Consenting Lenders*” means the ABL Facility Lenders that are party to the Plan Support Agreement.

5. “*ABL Facility Credit Documents*” means that certain Revolving Credit and Security Agreement dated as of July 10, 2013, by and among UniTek and certain other Debtors, the ABL Facility Lenders, and the ABL Facility Agent, as amended from time to time, and any other documents, schedules, instruments, or agreements related to any of the foregoing.

6. “*ABL Facility Lenders*” means the lender parties under the ABL Facility Credit Documents.

7. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent, and/or unpaid fees and expenses for services rendered through and including the Effective Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by Final Order; provided, however, that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the portion reduced or denied shall no longer constitute Accrued Professional Compensation.

8. “*Administrative Claim*” means any Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), and 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (b) Allowed Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to sections 1991-1930 of chapter 123 of the Judicial Code; and (d) the DIP Facility Claims.

9. “*Administrative Claims Bar Date*” means the date that is 30 days after the Effective Date.

10. “*Administrative Claims Objection Deadline*” means the date that is 30 days after the Administrative Claims Bar Date.

11. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code and shall apply with equal force to non-Debtor entities.

12. “*Allowed*” means as to a Claim or an Interest, any Claim or Interest or portion thereof (a) as to which no objection to allowance or request for estimation has been timely interposed in accordance with the Bankruptcy Code and Bankruptcy Rules or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, has not been withdrawn or overruled by a Final Order of the Bankruptcy Court; (b) that is not a Subordinated Claim; (c) as to which, upon the lifting of the automatic stay pursuant to section 362 of the Bankruptcy Code, the liability of the Debtors (allowance and the amount thereof) is determined by Final Order of a court of competent jurisdiction other than the Bankruptcy Court; (d) that is expressly allowed by this Plan by Final Order of the Bankruptcy Court; or (e) that is not otherwise subject to continuing dispute by any of the Debtors or Reorganized Debtors in accordance with applicable law. The term “*Allowed Claim*” shall not, for purposes of computing distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable, or as otherwise set forth in a Final Order of the Bankruptcy Court.

13. “*Assumed and Assigned Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Reorganized Debtors and assigned pursuant to the provisions of Article V.A and which shall be included in the Plan Supplement.

14. “*Assumed Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Reorganized Debtors pursuant to the provisions of Article V.A and which shall be included in the Plan Supplement.

15. “*Ballot*” means the form or forms distributed to certain Holders of Claims entitled to vote on the Plan by which such parties may indicate acceptance or rejection of the Plan.

16. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

17. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the District of Delaware.

18. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

19. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)(6)).

20. “*Cash*” means the legal tender of the United States of America.

21. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, right of setoff, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured, or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

22. “*Cerberus*” means, collectively, Cerberus Business Finance, LLC; Cerberus ASRS Funding LLC; Cerberus AUS Levered II LP; Cerberus Offshore Levered II LP; Cerberus Onshore II CLO LLC; and Cerberus Onshore Levered II LLC.

23. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

24. “*Claim*” means any claim, as such term is defined in section 101(5) of the Bankruptcy Code, against a Debtor.

25. “*Claims Agent*” means the claims agent the Debtors may retain in the Chapter 11 Cases pursuant to order of the Bankruptcy Court.

26. “*Claims Register*” means the official register of Claims maintained by the Claims Agent.

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

28. “*Committee*” means an official committee (and all subcommittees thereof) appointed in the Chapter 11 Cases, if any, pursuant to section 1102 of the Bankruptcy Code.

29. “*Conditions Precedent to Closing the New First Lien Debt*” means the Conditions Precedent to Closing the New First Lien Debt as defined in the New First Lien Debt Facility Term Sheet.

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

31. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

32. “*Confirmation Hearing*” means the confirmation hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

33. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

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

35. “*Cure Claim*” means a Claim based upon a Debtor’s default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed, or assumed and assigned, by such Debtor pursuant to section 365 of the Bankruptcy Code, other than a default which is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

36. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumption, or assumption and assignment, of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

37. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

38. “*Debtors*” means, collectively, the entities listed in footnote 1 hereof.

39. “*Description of Transaction Steps*” means certain of the description of the Restructuring Transactions as set forth in the Plan Supplement.

40. “*DIP Facility*” means the debtor-in-possession credit facility provided under the DIP Facility Credit Agreement.

41. “*DIP Facility Agent*” means Apollo Investment Corporation, as agent for the DIP Facility Lenders under the DIP Facility Credit Agreement.

42. “*DIP Facility Credit Agreement*” means that certain Debtor-in-Possession Credit Agreement among the Debtors, the DIP Facility Agent and the DIP Facility Lenders as approved by the DIP Order.

43. “*DIP Facility Claims*” means any Claim derived from, based upon, relating to, or arising under the DIP Facility Credit Agreement or the DIP Order, including any Claim on account of funded or unfunded amounts under the DIP Facility Credit Agreement. For the avoidance of doubt, DIP Facility Claims shall include the amount of all outstanding letters of credit under the ABL Facility existing as of the Petition Date, which were rolled up under the DIP Facility pursuant to the L/C Roll Up.

44. “*DIP Facility Lenders*” means the lender parties under the DIP Facility Credit Agreement.

45. “*DIP Facility Term Sheet*” means the DIP Facility Term Sheet attached to the Disclosure Statement as Exhibit F, setting forth the material terms of the DIP Facility.

46. “*DIP Order*” means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, which orders shall be in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

47. “*DirectSAT*” means DirectSAT USA, LLC.

48. “*DirectSAT Business*” means the assets, liabilities and contractual rights and obligations relating to the business division of the applicable Debtors and their Affiliates which provides fulfillment installation, upgrade and maintenance services for satellite content providers, including DIRECTV, LLC.

49. “*DirectSAT Entities*” means DirectSAT and each other Debtor or Reorganized Debtor and their Affiliates engaged primarily or exclusively in the operation of the DirectSAT Business, including New UniTek Services Co. and not including the Other Entities.

50. “*Disbursing Agent*” means the Reorganized Debtors or the Entity or Entities selected by the Reorganized Debtors to make or facilitate distributions contemplated under the Plan, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders.

51. “*Disclosure Statement*” means the Disclosure Statement for the Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated October 21, 2014, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law and is in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

52. “*Disputed*” means, with respect to any Claim or Interest, a Claim or Interest that is not Allowed.

53. “*Distribution Record Date*” means the Effective Date.

54. “*Effective Date*” means the date selected by the Debtors, the Required Term Loan Consenting Lenders, the DIP Facility Agent, and the ABL Facility Agent after all conditions precedent to the occurrence of the Effective Date have been satisfied or waived pursuant to Article IX.A and Article IX.B hereof.

55. “*Entity*” means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

56. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

57. “*Exculpated Party*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; and (h) with respect to each of the foregoing Entities in clauses (a) through (h), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

58. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

59. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

60. “*Fee Claim*” means a Claim for Accrued Professional Compensation.

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

62. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has

been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

63. “*First Lien Rollover Ratio*” means the number equal to (a) the Tranche B New First Lien Debt Initial Amount divided by (b) the Rollover Debt.

64. “*General Unsecured Claim*” means any Unsecured Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, (d) a Subordinated Claim, (e) a Fee Claim, (f) an Intercompany Claim, (g) an ABL Facility Claim, or (h) a Term Loan Claim.

65. “*Governmental Unit*” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

66. “*Holder*” means an Entity holding a Claim or an Interest, as applicable.

67. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

68. “*Initial Commitments*” has the meaning ascribed to it in the DIP Facility Term Sheet attached as Exhibit F to the Disclosure Statement.

69. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.

70. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

71. “*Intercreditor Agreement*” means that certain intercreditor agreement, dated as of April 15, 2011, by and among certain of the Debtors and their Affiliates, the ABL Facility Agent on behalf of the ABL Facility Lenders, the Term Loan Agent on behalf of the Term Loan Lenders, and the other loan parties from time to time party thereto, governing, among other things, the respective rights, remedies, and priorities of Claims and Liens held by such parties (as the same may have been modified, amended, or restated). The ABL Facility Agent, the ABL Facility Lenders, and the Term Loan Consenting Lenders each acknowledge and agree that their respective rights and obligations under the Intercreditor Agreement remain valid and enforceable during the Chapter 11 Cases, but upon the occurrence of the Effective Date, the Intercreditor Agreement shall no longer have any force and effect.

72. “*Interests*” means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto as well as any partnership, limited liability company, or similar interest of any Debtor, including any Skylink Litigation Claims and Interests to the extent that the Bankruptcy Court determines that such Skylink Litigation Claims and Interests are Interests.

73. “*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended from time to time.

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

75. “*Junior ABL Facility Claims*” means any ABL Facility Claims on account of Last Out Loans as defined in the ABL Facility Credit Documents.

76. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

77. “*L/C Commitment*” means L/C Commitment as defined in the DIP Facility Term Sheet.

78. “*L/C Roll Up*” means L/C Roll Up as defined in the DIP Facility Term Sheet.

79. “*Management Employment Agreements*” means those management employment agreements by and between the Debtors and members of the Debtors’ current (as of the Effective Date) senior management.

80. “*Management Incentive Plan*” means that certain post-Effective Date equity incentive program that shall provide for up to 10% of the New UniTek Interests, on a fully diluted basis, to be reserved for issuance to management of the Reorganized Debtors as determined by the New UniTek Board.

81. “*New Boards*” means, collectively, the New UniTek Board, the New Unitek Services Co. Board and the New Subsidiary Boards, as initially comprised in accordance with the terms of the applicable New Corporate Governance Documents.

82. “*New By-Laws*” means the by-laws or limited liability company agreement, as applicable, of each of the Reorganized Debtors, substantially in the form contained in the Plan Supplement, which governance documents shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

83. “*New Certificates of Incorporation*” means the certificates of incorporation or certificates of formation, as applicable, of each of the Reorganized Debtors, substantially in the form contained in the Plan Supplement, which organizational documents shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

84. “*New Corporate Governance Documents*” means, as applicable, (a) the New Certificates of Incorporation, (b) the New By-Laws, and (c) the New Stockholders Agreement.

85. “*New First Lien Debt Facility*” means a first lien credit facility consisting of the Tranche A New First Lien Debt and the Tranche B New First Lien Debt on the terms described and as defined in the New First Lien Debt Facility Credit Agreement, which terms shall be consistent in all material respects with those set forth in the New First Lien Debt Facility Term Sheet.

86. “*New First Lien Debt Facility Credit Agreement*” means that certain agreement (as amended, restated, supplemented, or otherwise modified from time to time) governing the New First Lien Debt Facility, dated on or about the Effective Date and consistent in all material respects, and shall otherwise contain, the terms and conditions set forth in the New First Lien Debt Facility Term Sheet, which agreement shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

87. “*New First Lien Debt Facility Term Sheet*” means the term sheet that is attached as Exhibit B to the Disclosure Statement, setting forth the material terms of the New First Lien Debt Facility.

88. “*New Stockholders Agreement*” means the stockholders agreement for Reorganized UniTek, the form of which will be included in the Plan Supplement and which shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

89. “*New Subsidiary Boards*” means the initial board of directors or member, as the case may be, of each Reorganized Debtor other than Reorganized UniTek and New UniTek Services Co. For the avoidance of doubt, (i) the members of the New UniTek Board may be members of the New Subsidiary Boards and (ii) the New Subsidiary Boards do not include the New UniTek Services Co. Board.

90. “*New UniTek Board*” means the initial board of directors of Reorganized UniTek.

91. “*New UniTek Debt*” means the new subordinated payment-in-kind debt issued by Reorganized UniTek on the terms described and as defined in the New UniTek Debt Credit Agreement, which terms shall be consistent in all material respects with those set forth in the New UniTek Debt Term Sheet.

92. “*New UniTek Debt Credit Agreement*” means that certain agreement (as amended, restated, supplemented, or otherwise modified from time to time) governing the New UniTek Debt, dated on or about the Effective Date, consistent in all material respects with and containing the terms and conditions set forth in the New UniTek Debt Term Sheet, which agreement shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

93. “*New UniTek Debt Term Sheet*” means the term sheet that is attached as Exhibit E to the Disclosure Statement, setting forth the material terms of the New First Lien Debt Facility.

94. “*New UniTek Interests*” means, collectively, (a) a certain number of common shares in the capital of Reorganized UniTek authorized pursuant to the Plan, of which up to approximately 10 million shares shall be initially issued and outstanding as of the Effective Date and (b) \$70 million of preferred equity shares, which such preferred equity shares shall accrue dividends at a rate of 13.5% per annum which will be paid in like kind securities.

95. “*New UniTek Services Co.*” means a newly formed entity that will become the assignee of all “shared services” agreements and related obligations as of the Effective Date (and is the entity defined as “Unitek Services Co.” in the New First Lien Debt Facility Term Sheet).

96. “*New UniTek Services Co. Board*” means the initial board of directors or member, as the case may be, of New UniTek Services Co.

97. “*Notice and Solicitation Agent*” means EPIQ Bankruptcy Solutions, LLC, retained as the Debtors’ notice, claims, and solicitation agent.

98. “*Other Business*” means Other Business as defined in the New First Lien Debt Facility Term Sheet.

99. “*Other Entities*” means the Debtors, the Reorganized Debtors and their respective Affiliates that are engaged primarily or exclusively in the operation of the Other Business, and not including (i) Reorganized UniTek, (ii) the DirectSAT Entities, or (iii) New UniTek Services Co.

100. “*Other Secured Claim*” means any Secured Claim that is not a Term Loan Claim, an ABL Facility Claim, or a DIP Facility Claim.

101. “*Person*” means a person as such term as defined in section 101(41) of the Bankruptcy Code.

102. “*Permitted Post-Effective Date DirectSAT Intercompany Advances*” has the meaning ascribed to it in the New First Lien Debt Facility Term Sheet.

103. “*Petition Date*” means the date on which each of the Debtors commenced the Chapter 11 Cases.

104. “*Plan*” means this Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, including the Plan Supplement (as modified, amended, or supplemented from time to time), which is incorporated herein by reference.

105. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, each in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, to be Filed by the Debtors no later than fourteen days before the

Confirmation Hearing, and as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including the following: (a) the New Corporate Governance Documents; (b) the Rejected Executory Contract and Unexpired Lease List; (c) the Assumed Executory Contract and Unexpired Lease List; (d) the Assumed and Assigned Executory Contract and Unexpired Lease List; (e) the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement; (f) the Shared Services Agreement; (g) the members of the New Boards, to the extent known; (h) the Description of Transaction Steps; (i) the list of retained Causes of Action; and (j) the Management Employment Agreements. Any reference to the Plan Supplement in this Plan shall include each of the documents identified above as (a) through (j). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with Article X.A hereof, and the Reorganized Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law; provided, that such amendments are acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

106. “*Plan Support Agreement*” means that certain plan support agreement, dated October 17, 2014, by and among the Debtors, the ABL Facility Agent, the ABL Facility Consenting Lenders, the Term Loan Consenting Lenders, and DIRECTV, LLC, as may be amended, supplemented, or otherwise modified from time to time, a copy of which is attached as Exhibit G to the Disclosure Statement.

107. “*Priority Non-Tax Claims*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

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

109. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

110. “*Professional Fee Escrow Account*” means an interest-bearing account to hold and maintain an amount of Cash equal to the Professional Fee Reserve Amount funded by the Debtors on the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

111. “*Professional Fee Reserve Amount*” means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.A.3(c) hereof.

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

113. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in that Class.

114. “*Reinstated*” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

115. “*Rejected Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article V.A hereof and which shall be included in the Plan Supplement.

116. “*Rejection Claim*” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

117. “*Released Claims*” means (i) any and all claims and Causes of Action relating to any Debtor arising at any time prior to the Effective Date, including without limitation (a) all claims and Causes of Action based on, arising out of, or related to the issuance of any Security of any Debtor, (b) all claims and Causes of Action based on, arising out of, or related to the restatement, adjustment, correction, or modification of the Debtors’ financial statements, including without limitation all claims or Causes of Action based on, arising out of, or relating to the Debtors’ internal controls relating to financial statements and financial reporting; (c) all claims and Causes of Action based on, arising out of, or related to the misrepresentation of any of the Debtors’ financial information and related internal controls, including without limitation the overstatement of the Debtors’ revenue, accounts receivable, and/or EBITDA and (d) all Causes of Action under chapter 5 of the Bankruptcy Code; and (ii) any and all claims and Causes of Action arising from actions taken or not taken in connection with the Restructuring and the Chapter 11 Cases.

118. “*Released Party*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; and (i) with respect to each of the foregoing Entities in clauses (a) through (h), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

119. “*Releasing Parties*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; (i) without limiting the foregoing, each other Holder of a Claim or an Interest, in each case other than a Holder of a Claim or an Interest that has voted to reject the Plan; and (j) with respect to each of the foregoing parties under (a) through (i), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

120. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date and New UniTek Services Co.

121. “*Reorganized UniTek*” means UniTek, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, it being understood that, as of the Effective Date, Reorganized UniTek shall be a private corporation organized under the laws of the state of Delaware.

122. “*Required Term Lenders*” means the Required Lenders (as defined in the Term Loan Credit Agreement).

123. “*Required Term Loan Consenting Lenders*” has the meaning ascribed to it in the Plan Support Agreement.

124. “*Restructuring Transactions*” means one or more transactions pursuant to section 1123 of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of

appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (d) the Separation of Businesses Transactions; (e) described in the Description of Transaction Steps; and (f) 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.

125. “*Revolving Commitments*” means the Revolving Commitments as defined in the DIP Facility Term Sheet.

126. “*Rollover Debt*” means the sum of (i) two times the total amount of Allowed Senior ABL Facility Claims, plus (ii) the total amount of Allowed Junior ABL Facility Claims.

127. “*SEC*” means the United States Securities and Exchange Commission.

128. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed as such pursuant to the Plan or any Final Order as a secured Claim.

129. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. 77a-77aa, as amended from time to time, together with the rules and regulations promulgated thereunder.

130. “*Security*” means a security as defined in section 2(a)(1) of the Securities Act.

131. “*Senior ABL Facility Claims*” means all ABL Facility Claims other than the Junior ABL Facility Claims.

132. “*Separation of Businesses Transactions*” means the transactions described in Article IV.F hereof necessary to effectuate the Separation of Businesses provisions of the New First Lien Debt Facility Term Sheet and the applicable conditions precedent to the consummation of the New First Lien Debt Facility, including the creation of New UniTek Services Co. and the separation of the DirectSAT Business from the Other Business as set forth herein and therein, and any other actions necessary or appropriate to effectuate the separation of the DirectSAT Business from the Other Business.

133. “*Shared Services Agreement*” means the Shared Services Agreement as defined in the New First Lien Debt Facility Term Sheet.

134. “*Skylink Litigation Claims and Interest*” means any Claim or Interest derived from, based upon, relating to, or arising from that certain asset purchase agreement, dated September 14, 2012, by and among UniTek, DirectSAT USA, LLC, Skylink Ltd., and Mr. John Larbus.

135. “*Skylink Plaintiffs*” means the Holders of the Skylink Litigation Claims and Interests.

136. “*Specified Term Lenders*” means, collectively, (i) Cetus Capital II, LLC; (ii) Littlejohn Opportunities Master Fund LP; (iii) SG Distressed Fund, LP; (iv) New Mountain Finance Corporation; and (v) New Mountain Finance Holdings, L.L.C.

137. “*Subordinated Claims*” means Claims that are subordinated by section 510 of the Bankruptcy Code or any other applicable law, including any Skylink Litigation Claims and Interests to the extent that the Bankruptcy Court determines that such Skylink Litigation Claims and Interests are Claims; provided, that, for the avoidance of doubt, the Junior ABL Facility Claims shall not constitute Subordinated Claims.

138. “*Subordination Agreement*” means that certain subordination agreement, dated as of August 13, 2014, in respect of the ABL Facility by and among certain of the Debtors and their Affiliates, the ABL

Facility Agent, the Holders of Senior ABL Facility Claims, and the Holders of Junior ABL Facility Claims. The ABL Facility Agent, the ABL Facility Lenders, and the Term Loan Consenting Lenders each acknowledge and agree that their respective rights and obligations under the Subordination Agreement remain valid and enforceable during the Chapter 11 Cases, but upon the occurrence of the Effective Date, the Subordination Agreement shall no longer have any force and effect.

139. “*Term Loan Agent*” means Cerberus Business Finance, LLC, in its capacity as successor administrative agent under the Term Loan Credit Agreement, or any successor agent.

140. “*Term Loan Claims*” means any Claim derived from, based upon, relating to, or arising from the Term Loan Credit Documents.

141. “*Term Loan Consenting Lenders*” means the Term Loan Lenders that are party to the Plan Support Agreement.

142. “*Term Loan Credit Agreement*” means that certain Credit Agreement dated as of April 15, 2011, among UniTek and certain other Debtors, the Term Loan Lenders, and the Term Loan Agent, as amended from time to time.

143. “*Term Loan Credit Documents*” means the Term Loan Credit Agreement together with any other documents, schedules, instruments, or agreements related thereto.

144. “*Term Loan Facility*” means the \$140 million term loan provided under the Term Loan Credit Documents.

145. “*Term Loan Lenders*” means the lender parties under the Term Loan Credit Documents.

146. “*Total Debt*” means the Rollover Debt plus the amount of the Initial Commitments plus all funded amounts as of the Effective Date under the Revolving Commitments plus all funded amounts as of the Effective Date under the L/C Commitment plus all funded amounts as of the Effective Date under the L/C Roll Up.

147. “*Tranche A New First Lien Debt*” means the Tranche A New First Lien Debt as defined in the New First Lien Debt Facility Credit Agreement.

148. “*Tranche B New First Lien Debt*” means the Tranche B New First Lien Debt as defined in the New First Lien Debt Facility Credit Agreement.

149. “*Tranche B New First Lien Debt Initial Amount*” means an amount to be determined as follows: (a) if the Total Debt is less than \$120 million, then the amount equal to the Total Debt minus the Initial Commitments minus any funded amounts as of the Effective Date under the Revolving Commitments minus any funded amounts as of the Effective Date under the L/C Commitment minus any funded amounts as of the Effective Date under the L/C Roll Up; and (b) if the Total Debt is greater than \$120 million, then the amount equal to \$115 million minus the Initial Commitments minus any funded amounts as of the Effective Date under the Revolving Commitments minus any funded amounts as of the Effective Date under the L/C Commitment minus any funded amounts as of the Effective Date under the L/C Roll Up.

150. “*Treasury Regulations*” means regulations (including temporary and proposed) promulgated under the Internal Revenue Code.

151. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

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

153. “*UniTek Rollover Ratio*” means the number equal to one minus the First Lien Rollover Ratio.

154. “*Unsecured Claim*” means any Claim that is neither Secured nor entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, including any Claim arising from the rejection of an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code.

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

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order; and (14) any undefined term used herein that is defined in the Bankruptcy Code shall have the meaning ascribed to such term in the Bankruptcy Code.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures.

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

F. Reference to the Debtors or the Reorganized Debtors.

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

**ARTICLE II.
ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS**

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

A. Administrative Claims.

1. Administrative Claims.

Except as provided below with respect to Administrative Claims that are Fee Claims and DIP Facility Claims and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s), in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or Reorganized Debtor(s) agree to less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the later of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions and shall not be required to file a request for payment of an Administrative Claim.

Except as otherwise provided in this Article II.A, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than the Administrative Claims Objection Deadline.

2. DIP Facility Claims

Except to the extent that a Holder of a DIP Facility Claim agrees to less favorable treatment, each Holder of a DIP Facility Claim shall receive Tranche A New First Lien Debt in a face amount equal to the amount of such DIP Facility Claim on the Effective Date, and such Holder shall remain committed to fund the unfunded portion of its commitment under the DIP Facility in accordance with the terms of the New First Lien Debt Facility. All liens and security interests granted to secure the DIP Facility Claims shall continue to secure the New First Lien Debt Facility from and after the Effective Date in accordance with the terms of the New First Lien Debt Facility. For the avoidance of doubt, the DIP Facility Agent and the DIP Facility Lenders shall not be required to File a proof of claim on account of the DIP Facility Claims, and the DIP Facility Claims are hereby deemed Allowed.

3. Professional Compensation.

(a) Fee Claims.

Professionals asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or any other applicable order of the Bankruptcy Court, an application for final allowance of such Fee Claim no later than 20 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party no later than 40 days after the Effective Date. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

(b) Professional Fee Escrow Account.

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates, or property of the Reorganized Debtors. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account and any unapplied retainer when such Claims are Allowed by a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first from any unapplied retainer that has been provided to such Professional, second from amounts in the Professional Fee Escrow Account and then by the Reorganized Debtors. When all Allowed Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors.

(c) Professional Fee Reserve Amount.

To receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through and including the Effective Date, and shall deliver such estimate to the Debtors no later than five days prior to the anticipated Confirmation Date; provided, that such estimate shall be reduced by the unapplied amount of any retainer that has been provided to such Professional; provided, further, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated for all Professionals as of the Confirmation Date shall comprise the Professional Fee Reserve Amount.

(d) Post-Effective Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Reorganized Debtors following the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order, or approval of the Bankruptcy Court.

B. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, at the option of the Debtors or Reorganized Debtors, one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, plus interest at the rate determined under applicable nonbankruptcy law and to

the extent provided for by section 511 of the Bankruptcy Code, payable on the or as soon as practicable following the Effective Date; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors or otherwise determined upon an order of the Bankruptcy Court.

C. Statutory Fees.

Notwithstanding anything to the contrary contained herein, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. The Reorganized Debtors shall pay all U.S. Trustee fees due and owing under 28 U.S.C. § 1930 until such time as the Reorganized Debtors move for entry of a final decree and the Bankruptcy Court enters such a decree.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date.

B. Summary of Classification.

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.E hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:

Class	Claim/Interest	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Senior ABL Facility Claims	Impaired	Entitled to Vote
4	Junior ABL Facility Claims	Impaired	Entitled to Vote
5	Term Loan Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Unimpaired	Deemed to Accept
7	Subordinated Claims	Impaired	Deemed to Reject
8	Interests (other than Intercompany Interests)	Impaired	Deemed to Reject

C. Treatment of Claims and Interests.

To the extent a Class contains Allowed Claims or Allowed Interests with respect to a particular Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 - Priority Non-Tax Claims.

- (a) *Classification:* Class 1 consists of Priority Non-Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Non-Tax Claim, each Holder of such Allowed Priority Non-Tax Claim shall be paid in full in Cash on or as soon as reasonably practicable after the later of (i) the Effective Date, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes an Allowed Priority Non-Tax Claim, (iii) such other date as may be ordered by the Bankruptcy Court, or (iv) when due and payable in the ordinary course of business.
- (c) *Voting:* Class 1 is Unimpaired by the Plan, and each Holder of a Class 1 Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Secured Claims.

- (a) *Classification:* Class 2 consists of Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive one of the following treatments, as agreed by the applicable Debtor or Reorganized Debtor, the ABL Facility Agent, and the Required Term Loan Consenting Lenders: (i) the Debtors or the Reorganized Debtors shall pay such Allowed Other Secured Claims in full in Cash, including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code; (ii) the Debtors or the Reorganized Debtors shall deliver the collateral securing any such Allowed Other Secured Claim; or (iii) the Debtors or the Reorganized Debtors shall otherwise treat such Allowed Other Secured Claim in any other manner such that the Claim shall be rendered Unimpaired.
- (c) *Voting:* Class 2 is Unimpaired by the Plan, and each Holder of a Class 2 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Secured Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – Senior ABL Facility Claims

- (a) *Classification:* Class 3 consists of all Senior ABL Facility Claims.
- (b) *Allowance:* The Senior ABL Facility Claims shall be Allowed, and shall not be subject to avoidance, objection, challenge, deduction, subordination, recharacterization, or offset, in the aggregate principal amount of \$38,730,607.00, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the ABL Facility Credit Documents, and all other fees, costs, charges and other expenses provided for under the ABL Facility Credit Documents.

- (c) *Treatment:* Except to the extent that a Holder of an Allowed Senior ABL Facility Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Senior ABL Facility Claim, each Holder of such Senior ABL Facility Claim shall receive, regardless of any provision of the ABL Facility Credit Agreement, or any Loan Document (as defined in the ABL Facility Credit Agreement), the Subordination Agreement, the Intercreditor Agreement, or any other subordination or intercreditor agreement to the contrary, including any subordination provision contained in any of the foregoing, and without any turnover obligation, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to: (a) the total amount of Allowed Senior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio; and (ii) New UniTek Debt in a face amount equal to: (a) the total amount of Allowed Senior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio.

In addition, upon the Effective Date, the Debtors or the Reorganized Debtors shall pay in full in Cash any outstanding reasonable fees, costs and charges owing to the ABL Facility Agent to the extent provided for and allowable under the ABL Facility Credit Documents.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Senior ABL Facility Claims shall be made on the Effective Date.

- (d) *Voting:* Class 3 is Impaired by the Plan. Therefore, Holders of Class 3 Senior ABL Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Junior ABL Facility Claims

- (a) *Classification:* Class 4 consists of all Junior ABL Facility Claims.
- (b) *Allowance:* The Junior ABL Facility Claims shall be Allowed, and shall not be subject to avoidance, objection, challenge, deduction, subordination, recharacterization, or offset, in the aggregate principal amount of \$8,749,267.00, plus any accrued but unpaid interest on thereon payable, or payable in kind, at the applicable non-default interest rate in accordance with the ABL Facility Credit Documents, and all other fees, costs, charges and other expenses provided for under the ABL Facility Credit Documents.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Junior ABL Facility Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Junior ABL Facility Claim, each Holder of such Junior ABL Facility Claim shall receive, regardless of any provision of the ABL Facility Credit Agreement, or any Loan Document (as defined in the ABL Facility Credit Agreement), the Subordination Agreement, the Intercreditor Agreement, or any other subordination or intercreditor agreement to the contrary, including any subordination provision contained in any of the foregoing, and without any turnover obligation, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to: (a) the total amount of Allowed Junior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio and (ii) New UniTek Debt in a face amount equal to: (a) the total amount of Allowed Junior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Junior ABL Facility Claims shall be made on the Effective Date.

- (d) *Voting:* Class 4 is Impaired by the Plan. Therefore, Holders of Class 4 Junior ABL Facility Claims are entitled to vote to accept or reject the Plan. Pursuant to section 3.08 of the Subordination Agreement, the ABL Facility Agent will vote on behalf of such Holders of Class 4 Junior ABL Facility Claims.

5. Class 5 – Term Loan Claims

- (a) *Classification:* Class 5 consists of all Term Loan Claims.
- (b) *Allowance:* The Term Loan Claims shall be Allowed in the aggregate principal amount of \$143,252,713.27, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the Term Loan Credit Documents, and all other fees, costs, charges and other expenses provided for under the Term Loan Credit Documents.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Term Loan Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of the Term Loan Claims, each Holder of an Allowed Term Loan Claim shall receive, regardless of any provision of the Intercreditor Agreement, or any other subordination or intercreditor agreement, to the contrary, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to (a) the total amount of the Allowed Senior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio; (ii) New UniTek Debt in a face amount equal to: (a) the total amount of the Allowed Senior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio; and (iii) 100% of the New UniTek Interests; provided, that if a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

In addition, upon the Effective Date, the Debtors or the Reorganized Debtors shall pay in full in Cash any outstanding, reasonable fees, costs and charges incurred by (i) the Term Loan Consenting Lenders in connection with the Chapter 11 Cases, and (ii) the Term Loan Agent in connection with the Chapter 11 Cases.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Term Loan Claims shall be made on the Effective Date.

- (d) *Voting:* Class 5 is Impaired. Therefore, Holders of Class 5 Term Loan Claims are entitled to vote to accept or reject the Plan.

6. Class 6 - General Unsecured Claims.

- (a) *Classification:* Class 6 consists of General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees in writing to a less favorable treatment, in exchange for full and

final satisfaction, settlement, release, and discharge of each General Unsecured Claim, each Holder of such Allowed General Unsecured Claim shall receive one of the following treatments, as agreed by the applicable Debtor or Reorganized Debtor, the ABL Facility Agent, and the Required Term Loan Consenting Lenders: (i) the Debtors or the Reorganized Debtors shall pay such Allowed General Unsecured Claim when due and payable in the ordinary course of business and in accordance with prior custom and practice established between the Debtors and the holder of such Claim or (ii) the Debtors or the Reorganized Debtors shall pay such Allowed General Unsecured Claim in full in Cash upon the later of (A) the Effective Date, (B) the date on which such General Unsecured Claim against the Debtors becomes an Allowed General Unsecured Claim, or (C) such other date as may be ordered by the Bankruptcy Court or on such other terms as the Debtor and the Holder of such Claim shall agree in writing.

- (c) *Voting:* Class 6 is Unimpaired by the Plan, and each Holder of a Class 6 General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 6 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Subordinated Claims.

- (a) *Classification:* Class 7 consists of Subordinated Claims.
- (b) *Treatment:* Holders of Allowed Subordinated Claims shall not receive any distribution on account of such Subordinated Claims. On the Effective Date, Allowed Subordinated Claims shall be discharged, canceled, released, and extinguished. To the extent that the Bankruptcy Court determines that the Skylink Litigation Claims and Interests are Allowed Claims and are not subject to subordination under the Bankruptcy Code or other applicable law, then such Allowed Skylink Litigation Claims and Interests shall be treated as determined by the Bankruptcy Court in accordance with the cramdown provisions of the Bankruptcy Code.
- (c) *Voting:* Class 7 is Impaired and Holders of Class 7 Subordinated Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Subordinated Claims are not entitled to vote to accept or reject the Plan.

8. Class 8 - Interests (other than Intercompany Interests).

- (a) *Classification:* Class 8 consists of Interests (other than Intercompany Interests).
- (b) *Treatment:* Holders of Interests (other than Intercompany Interests) shall not receive any distribution on account of such Interests. On the Effective Date, Class 8 Interests shall be cancelled and discharged. To the extent that the Bankruptcy Court determines that the Skylink Litigation Claims and Interests are not Interests, such Skylink Litigation Claims and Interests shall be treated in accordance with Class 7 Subordinated Claims.
- (c) *Voting:* Class 8 is Impaired and Holders of Class 8 Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 8 Interests are not entitled to vote to accept or reject the Plan.

D. Special Provision Governing Claims.

Except as otherwise provided in the Plan or a Final Order of the Bankruptcy Court, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Claims, including legal and equitable defenses to or setoffs or recoupments against any such Claims, except, for the avoidance of doubt, with respect to Claims in Classes 3, 4, and 5.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance or Rejection of the Plan.

1. Voting Classes.

Classes 3, 4 and 5 are Impaired under the Plan and are entitled to vote to accept or reject the Plan.

2. Failure to Vote.

If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

3. Presumed Acceptance of the Plan.

Classes 1, 2 and 6 are Unimpaired under the Plan, and the Holders in such Classes are deemed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

4. Presumed Rejection of Plan.

Classes 7 and 8 are Impaired and shall receive no distribution under the Plan. The Holders in such Classes are deemed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

Except as expressly set forth in sections III.C.3, III.C.4 and III.C.5 and as otherwise provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual (including the Subordination Agreement and the Intercreditor Agreement), legal, and equitable subordination rights relating thereto, whether arising under general principles of

equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim, other than any ABL Facility Claim or Term Loan Claim, or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Cash for Plan Distributions.

All consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto shall be obtained from the New First Lien Debt Facility, or other Cash from the Debtors, including Cash from business operations.

B. *New First Lien Debt Facility.*

On the Effective Date, the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the New First Lien Debt Facility, the terms, conditions, and covenants of each of which shall contain the material terms set forth in the New First Lien Debt Facility Term Sheet, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

The New First Lien Debt Facility and the Reorganized Debtors' Cash on hand will provide sufficient available funds as of the Effective Date to: (i) make all required Effective Date payments under the Plan; and (ii) provide the Reorganized Debtors with working capital necessary to run their businesses and to fund certain capital expenditures (in accordance with the New First Lien Debt Facility Term Sheet). Any letters of credit issued and rolled up under the DIP Facility Credit Agreement shall be deemed to be issued under the New First Lien Debt Facility on the terms described in the New First Lien Debt Facility Term Sheet or cash collateralized.

C. *New UniTek Debt.*

On the Effective Date, the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the New UniTek Debt, the terms, conditions, and covenants of each of which shall be consistent in all material respects with the New UniTek Debt Term Sheet, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

D. *Issuance and Distribution of New UniTek Interests.*

The issuance of the New UniTek Interests by Reorganized UniTek, including options, stock appreciation rights, or other equity awards, if any, in connection with the Management Incentive Plan, is authorized without the need for any further corporate action and without any further action by the Holders of Claims or Interests.

On the Effective Date, the New UniTek Interests shall be issued and, as soon as reasonably practicable thereafter, distributed to Holders of Claims in Class 5; provided, that if a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

All of the shares of New UniTek Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New UniTek Interests under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

E. New Stockholders Agreement.

Upon the Effective Date, Reorganized UniTek shall be a private company governed by the New Stockholders Agreement. The New Stockholders Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New UniTek Interests shall be bound thereby. The Holders of Claims in Class 5 shall be required to execute the New Stockholders Agreement before receiving their respective distributions of the New UniTek Interests under the Plan. If a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

F. Separation of Businesses Transactions.

The New Corporate Governance Documents shall contain provisions with respect to the corporate governance of the Reorganized DirectSAT Entities (including New UniTek Services Co.) and non-consolidation provisions separating the DirectSAT Business from the Other Business, which provisions shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

Without limiting the foregoing, on or prior to the closing of the New First Lien Debt Facility (the “Closing Date”), up to \$13.8 million (consisting of \$8.0 million for corporate costs of the Other Business and \$5.8 million for insurance costs of the Other Business) (the “Initial Pinnacle Cash”) of Cash shall be funded pursuant to the Initial Commitments under the Tranche A New First Lien Debt, for the benefit of the Other Business, and shall be maintained and held by the DirectSAT Entities and the DirectSAT Business in one or more segregated deposit accounts (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities are the “Pinnacle Cash Account”), which accounts shall be subject to blocked account agreements reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders and shall be subject to a first priority Lien securing the New First Lien Debt Facility. The Debtors or Reorganized Debtors, as applicable, shall from time to time withdraw and apply from the Pinnacle Cash Account any amounts required to make payments of expenditures on behalf of the Other Business or to “true up” amounts paid by the DirectSAT Business (including through New UniTek Services Co.) to reflect the proper allocation of Cash receipts and expenditures during the period from the Closing Date between the Other Business and the DirectSAT Business.

From and after the Closing Date, Cash on hand of the Other Entities that is Cash generated by operations of the Other Business and is properly allocable to the Other Business (the “Other Business Allocated Cash”) shall be deposited into one or more segregated deposit accounts of the Other Entities (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities, the “Other Business Account”), which accounts shall be subject to blocked account agreements reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders and shall be subject to a first priority lien securing the New First Lien Debt Facility. The Other Business Account shall be separate funds from the accounts, Cash and other property of the DirectSAT Business and New UniTek Services Co., no funds other than the Other Business Allocated Cash shall be deposited into such Other Business Account, and such Other Business Account and the funds therein shall be utilized solely by the Other Entities for working capital and other general corporate purposes in connection with the Other Business. After the Closing Date, the Cash expenditures of the Other Business and the Cash expenditures allocable to the Other Business shall be funded (without duplication) solely by the Initial Pinnacle Cash, the Other Business Allocated Cash, and the Permitted Post-Effective Date DirectSAT Intercompany Advances.

The Debtors will provide DIRECTV with a monthly report regarding the Shared Services Agreement with the following information: (i) the total aggregate charges under the Shared Services Agreement; (ii) how the charges under the Shared Services Agreement were allocated among the DirectSAT Business and the Other Business; and (iii) the method of ascribing the charges to the DirectSAT Business and the Other Business.

G. Restructuring Transactions.

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, including the

Separation of Businesses Transactions, the creation of New UniTek Services Co. and the transfer and assignment of such assets, employees and contracts to New UniTek Services Co. as are necessary to implement the new “shared services” arrangements contemplated by the New First Lien Debt Facility Term Sheet.

H. Corporate Existence.

Except as described below and as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law). Notwithstanding the preceding sentences, UniTek Holdings, Inc., UniTek Midco, Inc., Advanced Communications USA, Inc., and Nex-link USA, LLC will dissolve upon the Effective Date in accordance with the Restructuring Transactions.

The New Corporate Governance Documents shall be reasonably acceptable to the Debtors, the ABL Facility Agent, and the Required Term Loan Consenting Lenders; provided, however, that the New Corporate Governance Documents for Reorganized DirectSAT shall contain standard bankruptcy remoteness protections and non-consolidation provisions as described in the New First Lien Debt Term Sheet with respect to the assets, liabilities, rights, and obligations of the Other Business; provided, further, however, that the New Corporate Governance Documents provisions set forth in the previous sentence shall have no further force and effect upon the exit of all or substantially all of the assets and operations of the Other Business.

I. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action not otherwise waived, relinquished, exculpated, released, compromised, or settled under the Plan or any Final Order, and any property acquired by any of the Debtors pursuant to the Plan, except for the Professional Fee Escrow Account, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances, except for Liens securing the New First Lien Debt Facility. On and after the Effective Date, except as otherwise provided in the Plan, the New First Lien Debt Credit Agreement, or the New UniTek Debt Credit Agreement, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

J. Cancellation of Existing Indebtedness and Securities.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, including the New First Lien Debt Credit Agreement and the New UniTek Debt Credit Agreement, on the Effective Date: (i) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, except the New First Lien Debt Credit Agreement and the New UniTek Debt Credit Agreement and related documents, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled solely as to the Debtors and the Reorganized Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; and (ii) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments

evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein, provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan. On and after the Effective Date, all duties and responsibilities of the ABL Facility Agent, the Term Loan Agent, and the DIP Facility Agent shall be discharged unless otherwise specifically set forth in or provided for under the Plan.

K. Corporate Action.

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (i) execution and entry into the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement; (ii) issuance of the New UniTek Debt; (iii) entry into the New Corporate Governance Documents; (iv) the distribution of the New UniTek Interests; (v) selection of the directors and officers for the Reorganized Debtors as set forth herein; (vi) implementation of the Restructuring Transactions contemplated by this Plan; (vii) adoption of the Management Incentive Plan; (viii) adoption or assumption, as applicable, of the agreements with existing management (as shall be amended and restated on terms acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders; (viii) the Separation of Businesses Transactions; (ix) creation of New UniTek Services Co.; (x) dissolution of UniTek Holdings, Inc., UniTek Midco, Inc., Advanced Communications USA, Inc., and Nex-link USA, LLC; and (xi) all other actions contemplated by the Plan (whether to occur before on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, directors or officers of the Debtors or the Reorganized Debtors.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors (as applicable) shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Corporate Governance Documents, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, the New UniTek Interests, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law. The issuance of the New UniTek Interests shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of such securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

L. New Certificates of Incorporation and New By-Laws.

On or promptly after the Effective Date, the Reorganized Debtors will file their respective New Certificates of Incorporation with the applicable Secretaries of State and/or other applicable authorities in their respective states or countries of incorporation in accordance with the corporate laws of the respective states, or countries of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Certificates of Incorporation will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Certificates of Incorporation and New By-Laws and other constituent documents as permitted by the laws of their respective states or countries of incorporation and the New Corporate Governance Documents.

M. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors of UniTek shall expire, and the initial boards of directors, including the New UniTek Board, the New UniTek Services Co. Board, and the

New Subsidiary Boards, as well as the officers of each of the Reorganized Debtors shall be appointed in accordance with the below.

On the Effective Date, the New UniTek Board shall consist of five (5) to seven (7) individuals, of which (a) one individual shall be appointed by Cerberus and (b) the remaining individuals shall be appointed by the Required Term Loan Consenting Lenders (who will be the majority holders of the New Unitek Interests). Following the Effective Date, the appointment and removal of the members of the New UniTek Board shall be governed by the terms of the New Stockholders Agreement. Subject to the terms and conditions of the New Corporate Governance Documents, the New UniTek Board shall elect members of the New Subsidiary Boards and the New UniTek Services Co. Board; provided, however, that the New Board of Reorganized DirectSAT will include an independent director who shall be selected, and replaced, in the sole discretion of the ABL Facility Agent and the Required Term Loan Consenting Lenders, whose approval shall be required to authorize the commencement of any form of insolvency proceeding or to approve any material intercompany transactions (except as otherwise permitted under the New First Lien Debt Facility Credit Agreement); provided, further, however, that the New Corporate Governance Documents provisions set forth in the previous proviso shall have no further force and effect upon the exit of all or substantially all of the assets and operations of the Other Business. One member of the New UniTek Board shall be an independent board member acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, in accordance with the New First Lien Debt Facility Credit Agreement and the New Stockholders Agreement.

On or before the Effective Date, the Other Business will appoint a manager whose identity, compensation and scope of duties (which in all events shall be limited to the Other Business and not extend to the DirectSAT Business) will be reasonably acceptable to the Debtors or Reorganized Debtors, as applicable, the ABL Facility Agent, and the Required Term Loan Consenting Lenders. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the initial New UniTek Board, the New UniTek Services Co. Board and the New Subsidiary Boards, as well as those Persons proposed to serve as an officer of any of the Reorganized Debtors. To the extent any such director or officer is an "insider" as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Corporate Governance Documents and other constituent documents of the Reorganized Debtors.

N. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors and their respective officers, directors, managers, and members, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan, the New Corporate Governance Documents, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, and any Securities issued pursuant to the Plan, including the New UniTek Interests, in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization or consents, except for those expressly required under the Plan, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, the New Corporate Governance Documents or other applicable documents.

O. Management Incentive Plan.

Following the Effective Date, the Reorganized Debtors will implement a Management Incentive Plan, which shall reserve up to 10% of the fully diluted New UniTek Interests, or the non-equity equivalent thereof, to be reserved for distribution to officers, directors and employees of the Reorganized Debtors, on terms to be determined by the New UniTek Board.

P. Senior Management and Management Employment Agreements

Members of the Debtors' existing senior management shall remain in their current capacities as officers of the Reorganized Debtors, and the Management Employment Agreements shall be assumed (as such Management

Employment Agreements shall be amended and restated on terms acceptable to the Required Term Loan Consenting Lenders) and Filed as part of the Plan Supplement.

Q. Exemption from Certain Taxes and Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) the creation of any mortgage, deed of trust, lien, or other security interest, (ii) the making or assignment of any lease or sublease, (iii) any restructuring transaction authorized by the Plan, or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any restructuring transaction occurring under the Plan.

R. Indemnification Provisions.

As of the Effective Date, each Reorganized Debtor's certificate of incorporation and/or bylaws (or other formation documents) shall provide, to the extent not satisfied by any available insurance coverage, for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current (as of the Effective Date) directors, officers or employees who were employed as directors, officers or employees of such Debtor, on or after the Effective Date at least to the same extent as the bylaws (or other formation documents) of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors shall amend and/or restate its certificate of incorporation or bylaws (or other formation documents) before or after the Effective Date to terminate or materially adversely affect any of the Reorganized Debtors' obligations or such directors', officers' or employees' rights; provided, however, that there shall be no indemnification, defense, reimbursement, exculpation, liability, or advancement of fees and expenses by the Reorganized Debtors with respect to Subordinated Claims (with such claims treated as set forth herein).

S. Preservation of Causes of Action.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or any Final Order, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Causes of Action described in the preceding sentence includes, but is not limited to, the Debtors' (i) right to object to Administrative Claims, (ii) right to object to other Claims or otherwise assert any defenses, rights of setoff or recoupment or counterclaim with respect to such Claims, (iii) right to subordinate Claims and (iv) Causes of Action against former directors, officers, principals, members, partners, shareholders, and employees of the Debtors. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors in their respective discretion. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or any Final Order, the Reorganized Debtors reserve and shall retain the applicable Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired

Lease during the Chapter 11 Cases or pursuant to the Plan. The applicable Reorganized Debtor through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

T. Intercompany Interests

Except as otherwise set forth herein, on the Effective Date, the Intercompany Interests shall remain effective and outstanding and be owned and held by the same applicable Person(s) that held and/or owned such Interests immediately prior to the Effective Date. Each Debtor shall continue to be governed by the terms and conditions of its applicable organizational documents as in effect immediately prior to the Effective Date, as amended or modified by or in accordance with this Plan.

U. Intercompany Claims

Notwithstanding anything in this Plan to the contrary, on or after the Effective Date, the Intercompany Claims shall be reinstated, or discharged and satisfied, at the option of the Reorganized Debtors by contributions, distributions, or otherwise or as may be advisable in order to avoid the incurrence of any past, present or future tax or similar liabilities by such Reorganized Debtor, in each case with the prior written consent of the Required Term Loan Consenting Lenders.

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

A. Assumption, Assignment and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases, including those listed on the Assumed Executory Contract and Unexpired Lease List and the Assumed and Assigned Executory Contract and Unexpired Lease List, shall be deemed assumed, or assumed and assigned, as applicable, as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; (iv) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Lease List, or (v) is the subject of a dispute regarding the Cure Claim. On the Effective Date, any contract, instrument, release, indenture, or other agreement or document set on the Assumed and Assigned Executory Contract and Unexpired Lease List shall be deemed assumed by the Debtors and assigned to the party set forth across from such contract, instrument, release, indenture, or other agreement or document on the Assumed and Assigned Executory Contract and Unexpired Lease List as of the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption, assumption and assignment, or rejection of such Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Leases List, the Assumed Executory Contract and Unexpired Leases List, or the Assumed and Assigned Executory Contract and Unexpired Leases List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assumption and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed, or assumed and assigned, pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Any motions to assume, or assume and assign, Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed on the Claims Register within 30 days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan, as applicable.

Rejection Claims for which a Proof of Claim is not timely Filed will be forever barred from assertion against the Debtors, their Estates, the Reorganized Debtors, and their respective property unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. Such Rejection Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in Article VIII hereof.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed or Assumed and Assigned.

Any monetary defaults under each Executory Contract and Unexpired Lease as reflected on the Assumed Executory Contract and Unexpired Leases List or Assumed and Assigned Executory Contract and Unexpired Leases List shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (i) the amount of the Cure Claim, (ii) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (iii) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or by mutual agreement between Debtors and the applicable counterparty. At least fourteen days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption, or assumption and assignment, and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, assumption and assignment, or related cure amount must be Filed, served, and actually received by the Debtors at least three days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption, assumption and assignment, and cure amount; provided, however, the Debtors, with the consent of the ABL Facility Agent and the Required Term Loan Consenting Lenders, shall have the right to alter, amend, modify or supplement the Assumed Executory Contracts and Unexpired Lease List, Assumed and Assigned Executory Contracts and Unexpired Lease List or Rejected Executory Contracts and Unexpired Lease List, as applicable, as identified in the Plan Supplement, through and including the Effective Date. To the extent that the Debtors, with the consent of the ABL Facility Agent and the Required Term Loan Consenting Lenders, alter, amend, modify or supplement the lists of Executory Contracts and Unexpired Lease or Assumed and Assigned Executory Contracts and Unexpired Lease List included in the Plan Supplement, the Debtors will provide notice to each counterparty to an affected Executory Contract or Unexpired Lease within three days of such decision, and any objection of such party to a proposed assumption, assumption and assignment, or related cure amount relating to such Executory Contract or Unexpired Lease shall be filed within 14 days of the date of such notice.

Assumption, or assumption and assignment, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed, or assumed and assigned, Executory Contract or Unexpired Lease at any time before the date of the Debtors or Reorganized Debtors assume, or assume and assign, such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed, or assumed and assigned, shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

D. Insurance Policies.

All of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

Notwithstanding anything to the contrary contained herein, to the extent the Debtors have insurance with respect to any Allowed General Unsecured Claim, the holder of such Allowed Claim shall (a) be paid any amount from the proceeds of insurance to the extent that the Claim is insured, and (b) receive the treatment provided for in this Plan for Allowed General Unsecured Claims to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Claim.

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, the Plan Supplement, the Confirmation Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release, including, but not limited to, the injunctions set forth in Article VIII hereof): (a) on the Effective Date, the Reorganized Debtor shall assume all insurance policies issued at any time to the Debtor, its affiliates or predecessors of any of the foregoing and all agreements related thereto (collectively, the "Insurance Contracts"); (b) nothing in the Disclosure Statement, the Plan, the Plan Documents, the Plan Supplement or the Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Insurance Contracts, except that as of the Effective Date, each Reorganized Debtor shall become and remain liable for all of such Debtor's obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Effective Date; (c) nothing in the Disclosure Statement, the Plan, the Plan Documents, Plan Supplement, the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the Insurance Contracts and their right to seek payment or reimbursement from any Debtor (or after the Effective Date, the Reorganized Debtor) or draw on any collateral or security therefor; (d) insurers and third party administrators shall not need to nor be required to file or serve any objection to a Cure Notices or a request, application, claim, proof of claim or motion for payment and shall not be subject to the any Bar Date or similar deadline governing Cure Amounts or Claims; and (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII hereof, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (A) claimants with valid claims covered by any of the Insurance Contracts ("Insured Claims") to proceed with their claims; (B) insurers and/or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (i) all Insured Claims, and (ii) all costs in relation to each of the foregoing; (C) the insurers and/or third party administrators to draw against any or all of any collateral or security provided by or on behalf of the applicable Debtor (or Reorganized Debtor, as applicable) at any time and to hold the proceeds thereof as security for the obligations of such Debtor (and Reorganized Debtor, as applicable) to the applicable insurers and/or third party administrators and/or apply such proceeds to the obligations of such Debtor (and Reorganized Debtor, as applicable) under the Insurance Contracts, in such order as the applicable insurers and/or third party administrators may determine; and (D) the insurers and/or third party administrators to (i) cancel any policies under the Insurance Contracts, and (ii) take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the Insurance Contracts.

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

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed, or assumed and assigned, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter

the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

F. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List, the Assumed and Assigned Executory Contract and Unexpired Lease List or the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or rejection, the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or Reorganized Debtors, as applicable, shall have 28 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

G. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor (or assumed and assigned to another Debtor or to New UniTek Services Co.), will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been released or satisfied in full as of the Confirmation Date or under the Plan or Confirmation Order will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), or, in each case, as soon as reasonably practicable thereafter, except in the case of the ABL Facility Agent, Senior ABL Facility Claims, Junior ABL Facility Claims and Term Loan Claims, notwithstanding anything to the contrary in the Plan or Confirmation Order, distributions shall be made on the Effective Date, and each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan and in the case of the ABL Facility Agent, Senior ABL Facility Claims, Junior ABL Facility Claims and Term Loan Claims, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Disbursing Agent.

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. To the extent the Disbursing Agent is one or more of the Reorganized Debtors, 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.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all distributions contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Delivery of Distributions.

(a) Delivery of Distributions in General.

Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

2. Minimum Distributions.

No fractional shares of New UniTek Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New UniTek Interests that is not a whole number, the actual distribution of shares of New UniTek Interests shall be rounded as follows: (i) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (ii) fractions of less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor.

3. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the later of (i) the Effective Date and (ii) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred.

E. Manner of Payment.

1. All distributions of New UniTek Interests under the Plan shall be made by the Disbursing Agent on behalf of Reorganized UniTek.

2. All distributions with respect to, or effected with, the proceeds of the New First Lien Debt Facility and the New UniTek Debt shall be deemed made as of the Effective Date.

3. All distributions of Cash under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor (or Debtors).

4. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements; provided, however, that in the case of the ABL Facility Agent, the Term Loan Agent, and the Term Loan Consenting Lenders, as applicable, any Cash distributions shall be made by wire.

F. Section 1145 Exemption.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New UniTek Interests as contemplated by Article IV.D of the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities. In addition, under section 1145 of the Bankruptcy Code, such New UniTek Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments and subject to any restrictions in the New Corporate Governance Documents, including the New Stockholders Agreement and the New Certificates of Incorporation.

G. Section 4(a)(2)/Regulation D Exemption.

The Debtors believe that, subject to certain exceptions described in the following paragraph, various provisions of the Securities Act, the Bankruptcy Code, and state securities laws exempt from federal and state securities registration requirements (a) the offer and the sale of securities pursuant to the Plan and (b) subsequent transfers of such securities.

The Debtors have not filed a registration statement under the Securities Act or any other federal or state securities laws with respect to the new securities that may be deemed to be offered by virtue of the solicitation of votes on the Plan. The Debtors are relying on section 4(a)(2) and/or any other applicable section of the Securities Act and similar state law provisions, and to the extent applicable, on Regulation D and/or any other applicable regulation or similar state law provisions, to exempt from registration under the Securities Act and any applicable state securities laws the offer of any securities that may be deemed to be made pursuant to the solicitation of votes on the Plan. Section 4(a)(2) exempts from the registration provisions of the Securities Act any transaction by an issuer not involving any public offering. Regulation D similarly exempts from the registration provisions under the Securities Act offerings of securities to “accredited investors,” as such term is defined under Regulation D, and a limited number of other investors. Each Holder of a Claim entitled to vote on the Plan will be requested to make representations that are set forth in the Ballot regarding its qualifications to be an offeree in a private offering exempt from registration under the Securities Act by virtue of section 4(a)(2) or Regulation D or that such Holder is an “accredited investor.”

Holders of Allowed Class 5 Term Loan Claims will receive shares of New UniTek Interests pursuant to the Plan. Section 1145(a)(1) of the Bankruptcy Code exempts the offer or sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state laws if three principal requirements are satisfied: (1) the securities must be issued “under a plan” of reorganization by the debtor or its successor under a plan or by an affiliate participating in a joint plan of reorganization with the debtor; (2) the recipients of the

securities must hold a claim against, an interest in, or a claim for administrative expenses in the case concerning the debtor or such affiliate; and (3) the securities must be issued in exchange for the recipient's claim against or interest in the debtor, or such affiliate, or "principally" in such exchange and "partly" for cash or property. In reliance upon this exemption, the Debtors believe that the offer and sale of the New UniTek Interests under the Plan will be exempt from registration under the Securities Act and state securities laws.

H. Compliance with Tax Requirements.

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

I. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

J. Setoffs and Recoupment.

Except as otherwise provided under the Plan, the Debtors or the Reorganized Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any claim it may have against the Holder of such Claim. Unless otherwise provided under the Plan, nothing herein shall impact the setoff or recoupment rights of Holders of Allowed General Unsecured Claims to the extent valid and applicable.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with

respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

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

ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Prosecution of Objections to Claims.*

The Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims, other than Fee Claims, as permitted under the Plan (which Fee Claims shall be subject to objection by any Person with standing to object) provided, however, for the avoidance of doubt, the U.S. Trustee shall have standing to object to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without notice to or action, order or approval of the Bankruptcy Court. The Debtors and the Reorganized Debtors reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

B. *Claims Administration Responsibilities.*

Except as otherwise provided herein (including, without limitation, by Article V.B), Holders of Claims shall not be required to File a Proof of Claim; provided, that the Debtors, and the Reorganized Debtors, as applicable, reserve all rights to object to any Claim for which a Proof of Claim is Filed and to otherwise dispute, object to or assert any defense with respect to any Claim.

The Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto, and the Debtors and the Reorganized Debtors, as applicable, shall have the right to compromise, settle, withdraw or litigate to judgment any objections to Claims.

C. *Estimation of Claims.*

Before or after the Effective Date, the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or

Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims Without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtors without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims.

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

F. No Distributions Pending Allowance.

If an objection to a Claim or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

G. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required under applicable bankruptcy law.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

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

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of substantially all Claims, Interests, and controversies relating to the contractual, legal, and equitable rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any

further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle claims against them and Causes of Action held by them against other Entities.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, the Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors. In addition, the DIP Facility Agent, at the request and expense of the Reorganized Debtors, shall execute and deliver all documents reasonably required to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) securing the DIP Facility Claims.

D. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date of the Plan, the Released Parties are hereby expressly, unconditionally, irrevocably, generally, and individually and collectively released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or each of their respective Affiliates (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, (including the Separation of Businesses Transactions), the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or

the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Debtors as of the Petition Date that constitute gross negligence, willful misconduct, or actual fraud, in each case as determined by Final Order of a court of competent jurisdiction.

E. Releases by the Releasing Parties.

As of the Effective Date of the Plan, each of the Releasing Parties shall be deemed to have expressly, unconditionally, irrevocably, generally, and individually and collectively, released, acquitted, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, by statute or otherwise, that such Releasing Party (whether individually or collectively) ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, (including the Separation of Businesses Transactions), the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Releasing Party as of the Petition Date that constitute gross negligence, willful misconduct, or actual fraud, in each case, as determined by Final Order of a court of competent jurisdiction.

F. Exculpation.

Except as otherwise specifically provided in the Plan or Plan Supplement, to the fullest extent permitted by law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, by statute or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Exculpated Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date, including any Released Claims, except for those that result from any such act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided, however, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for acts or omissions occurring after the Effective Date.

G. Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE VIII HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE VIII HEREOF; PROVIDED, THAT FOR THE AVOIDANCE OF DOUBT, THE TERM LOAN AGENT SHALL NOT BE ENJOINED FROM COMMENCING OR CONTINUING ANY CLAIM, DEMAND OR OTHER CAUSE OF ACTION AGAINST ANY TERM LOAN LENDER ON ACCOUNT OF ANY CLAIM FOR INDEMNIFICATION UNDER THE TERM LOAN CREDIT DOCUMENTS ARISING FROM ANY CLAIM, DEMAND OR OTHER CAUSE OF ACTION ASSERTED AGAINST THE TERM LOAN AGENT BY ANY TERM LOAN LENDER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE VIII.D OR ARTICLE VIII.E, DISCHARGED PURSUANT TO ARTICLE VIII.B, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (ii) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (iii) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (iv) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, OR THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

H. Liabilities to, and Rights of, Governmental Units.

Nothing in the Plan or Confirmation Order shall discharge, release, or preclude: (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (iv) any valid right of setoff or recoupment by a Governmental Unit; or (v) any criminal

liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action.

I. Term of Injunctions or Stays.

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

J. Non-Release of Certain Indemnification Claims of Term Loan Agent.

Notwithstanding anything to the contrary contained in Article IV.J, Article VIII.E, Article VIII.F, or elsewhere in the Plan, the Term Loan Agent shall neither release nor be deemed to have released the Term Loan Lenders from any claim for indemnification under the Term Loan Credit Documents arising from any claim, demand or other Cause of Action asserted against the Term Loan Agent by any Term Loan Lender.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

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

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors, the ABL Facility Agent, and the Required Term Loan Consenting Lenders.

2. Any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to: (a) the Debtors, (b) the ABL Facility Agent, and (c) the Required Term Loan Consenting Lenders.

3. All actions, documents, certificates, and agreements necessary to implement this Plan, including the New Corporate Governance Documents, shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws.

4. All respective conditions precedent to the consummation of each of the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement shall have been waived or satisfied in accordance with the respective terms thereof, and the Debtors shall have entered into the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement.

5. The Professional Fee Escrow Account shall have been established and funded in the Professional Fee Reserve Amount.

6. All fees and expenses of (a) the ABL Facility Agent and ABL Facility Lenders, including, without limitation, the respective fees and expenses of counsel and financial advisors to the ABL Facility Agent and ABL Facility Lenders, (b) the Specified Term Lenders including, without limitation, the fees and expenses of counsel to the Term Loan Consenting Lenders and (c) the Term Loan Agent shall have been paid in full in Cash.

B. Waiver of Conditions.

The conditions to Consummation set forth in Article IX may be waived only by the Debtors, the ABL Facility Agent and the Required Term Loan Consenting Lenders, and if applicable, any other Person entitled to satisfaction of such condition, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any claims or Causes of Action by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be: (1) made in accordance with this Article X; and (2) in form and substance acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

B. Effect of Confirmation on Modifications.

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

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing

contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder or any other Entity.

ARTICLE XI. RETENTION OF JURISDICTION

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

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the determination of a whether a Claim shall be deemed a Subordinated Claim in connection with the Plan;
3. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals (including Fee Claims) authorized pursuant to the Bankruptcy Code or the Plan;
4. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor, or the Estates that may be pending on the Effective Date;
7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. adjudicate, decide, and resolve any and all Causes of Action arising under the Bankruptcy Code;
9. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;
10. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.K.1 hereof;

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

16. determine any other matters that may arise in connection with or relate to the Plan, the New Corporate Governance Documents, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

17. enter an order or Final Decree concluding or closing any of the Chapter 11 Cases;

18. adjudicate any and all disputes arising from or relating to distributions under the Plan;

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

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

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

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

23. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in connection with and under the Plan, including under Article VIII hereof;

24. enforce all orders previously entered by the Bankruptcy Court, resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan; and

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

For the avoidance of doubt, nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

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

C. Payment of Certain Professional Fees.

On the Effective Date, the Debtors shall pay the reasonable and documented fees and expenses of (i) Klee, Tuchin, Bogdanoff & Stern LLP, counsel to the Term Loan Agent; (ii) Kirkland & Ellis LLP, counsel to the ABL Facility Agent; (iii) Latham & Watkins, LLP, counsel to the Specified Term Lenders; and (iv) Delaware counsel to each of the Term Loan Agent, the Specified Term Lenders and the ABL Facility Agent.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Confirmation Date, any Committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by any Committee or other statutory committees after the Confirmation Date.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders before the Effective Date.

F. Successors and Assigns.

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

G. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors, the ABL Facility Agent, the Term Loan Agent, the Specified Term Lenders, the DIP Facility Agent and the New First Lien Debt Facility Agent

shall be in writing (including by facsimile transmission), 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 to the following:

If to the Debtors:

UniTek Global Services, Inc.
1777 Sentry Parkway West
Gwynedd Hall, Suite 302
Blue Bell, PA 19422
Attention: General Counsel
Facsimile No: (267) 991-8097

With copies to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Attention: Michael J. Pedrick and Justin W. Chairman
Facsimile No: (215) 963-5001
E-mail address: mpedrick@morganlewis.com and jchairman@morganlewis.com

- and -

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Neil E. Herman, James O. Moore and Patrick D. Fleming
Facsimile No: (212) 309-6001
E-mail address: nherman@morganlewis.com and pfleming@morganlewis.com

- and -

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Facsimile No.: (302)-571-1253
Attention: Robert S. Brady and M. Blake Cleary
E-mail address: rbrady@ycst.com and mbcleary@ycst.com

If to the Term Loan Agent:

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067-6049
Attention: David A. Fidler, Maria Sountas-Argiropoulos, and Vijay Sekhon
Facsimile No: (310) 407-9090
E-mail address: dfidler@ktbslaw.com, msargiropoulos@ktbslaw.com, and vsekhon@ktbslaw.com

If to the ABL Facility Agent:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Joshua A. Sussberg, Yongjin Im

Facsimile: (212) 446-4900

E-mail: joshua.sussberg@kirkland.com, yongjin.im@kirkland.com

-and-

Kirkland & Ellis LLP

300 North LaSalle

Chicago, Illinois 60654

Attention: Steven N. Serajeddini

Facsimile: (312) 862-2200

E-mail: steven.serajeddini@kirkland.com

If to the Specified Term Lenders:

Latham & Watkins LLP

330 North Wabash Avenue, Suite 2800

Chicago, IL 60611

Attention: Richard A. Levy, Matthew L. Warren

Facsimile: (312) 993-9767

E-mail: richard.levy@lw.com, matthew.warren@lw.com

After the Effective Date, the Reorganized Debtors may, in their sole discretion, notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Entire Agreement.

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

I. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Nonseverability of Plan Provisions.

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, the New Corporate Governance Documents, the New First Lien Debt Facility Credit Agreement, as any of such documents may have been altered or interpreted in accordance with the foregoing, are: (i) valid and enforceable pursuant to their terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (iii) non-severable and mutually dependent.

K. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e), 1125(g), and 1126(b) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

L. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

M. Conflicts.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, the Plan Support Agreement, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, with respect to any conflict or inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

[Remainder of page intentionally left blank]

Dated: October 21, 2014
Wilmington, Delaware

UNITEK GLOBAL SERVICES, INC., on behalf of itself
and each of the other Debtors

By: /s/ Andrew J. Herning
Name: Andrew J. Herning
Title: CFO and Treasurer

COUNSEL:

/s/ Robert S. Brady

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Facsimile: (302) 571-1253

Proposed Co-Counsel to the Debtors

EXHIBIT B

**BLACKLINE OF AMENDED PLAN
AGAINST PLAN**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
UNITEK GLOBAL SERVICES, INC., <i>et al.</i> , ¹)	
)	Case No.
)	
Debtors.)	Joint Administration Requested
)	

**JOINT PREPACKAGED PLAN OF REORGANIZATION OF UNITEK GLOBAL SERVICES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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

MORGAN, LEWIS & BOCKIUS LLP

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Dated: October 21, 2014

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Proposed Co-Counsel to the Debtors

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: UniTek Global Services, Inc. (3445), UniTek Holdings, Inc. (4120), UniTek Midco, Inc. (5642), UniTek Acquisition, Inc. (4123), Nex-link USA Communications, Inc. (9084), UniTek USA, LLC (0279), Pinnacle Wireless USA, Inc. (1746), DirectSAT USA, LLC (3465), FTS USA, LLC (6247), and Advanced Communications USA, Inc. (0091). The Debtors' main corporate address is 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, Pennsylvania 19422.

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INTRODUCTION

UniTek Global Services, Inc. (“UniTek”) and its Debtor affiliates, as debtors and debtors in possession propose this joint prepackaged plan of reorganization (the “Plan”) for the resolution of the Claims against and Interests in each of the Debtors pursuant to chapter 11 of the Bankruptcy Code (as such terms are defined below). Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Article I.A.

Holders of Claims and Interests should refer to the Disclosure Statement (as such terms are defined below) for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information and projections of future operations, as well as a summary and description of this Plan.

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

A. *Defined Terms.*

As used in this Plan, capitalized terms have the meanings ascribed to them below..

1. “*ABL Facility*” means the revolving credit facility provided under the ABL Facility Credit Documents.
2. “*ABL Facility Agent*” means Apollo Investment Corporation, as agent for the ABL Facility Lenders under the ABL Facility Credit Documents, or any successor agent.
3. “*ABL Facility Claims*” means any Claim derived from, based upon, relating to, or arising from the ABL Facility Credit Documents, including any ABL Facility Claims on account of Last Out Loans as defined in the ABL Facility Credit Documents.
4. “*ABL Facility Consenting Lenders*” means the ABL Facility Lenders that are party to the Plan Support Agreement.
5. “*ABL Facility Credit Documents*” means that certain Revolving Credit and Security Agreement dated as of July 10, 2013, by and among UniTek and certain other Debtors, the ABL Facility Lenders, and the ABL Facility Agent, as amended from time to time, and any other documents, schedules, instruments, or agreements related to any of the foregoing.
6. “*ABL Facility Lenders*” means the lender parties under the ABL Facility Credit Documents.
7. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent, and/or unpaid fees and expenses for services rendered through and including the Effective Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by Final Order; provided, however, that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the portion reduced or denied shall no longer constitute Accrued Professional Compensation.
8. “*Administrative Claim*” means any Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), and 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (b) Allowed Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to sections 1991-1930 of chapter 123 of the Judicial Code; and (d) the DIP Facility Claims.

9. “*Administrative Claims Bar Date*” means the date that is 30 days after the Effective Date.
10. “*Administrative Claims Objection Deadline*” means the date that is 30 days after the Administrative Claims Bar Date.
11. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code and shall apply with equal force to non-Debtor entities.
12. “*Allowed*” means as to a Claim or an Interest, any Claim or Interest or portion thereof (a) as to which no objection to allowance or request for estimation has been timely interposed in accordance with the Bankruptcy Code and Bankruptcy Rules or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, has not been withdrawn or overruled by a Final Order of the Bankruptcy Court; (b) that is not a Subordinated Claim; (c) as to which, upon the lifting of the automatic stay pursuant to section 362 of the Bankruptcy Code, the liability of the Debtors (allowance and the amount thereof) is determined by Final Order of a court of competent jurisdiction other than the Bankruptcy Court; (d) that is expressly allowed by this Plan by Final Order of the Bankruptcy Court; or (e) that is not otherwise subject to continuing dispute by any of the Debtors or Reorganized Debtors in accordance with applicable law. The term “Allowed Claim” shall not, for purposes of computing distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable, or as otherwise set forth in a Final Order of the Bankruptcy Court.
13. “*Assumed and Assigned Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Reorganized Debtors and assigned pursuant to the provisions of Article V.A and which shall be included in the Plan Supplement.
14. “*Assumed Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Reorganized Debtors pursuant to the provisions of Article V.A and which shall be included in the Plan Supplement.
15. “*Ballot*” means the form or forms distributed to certain Holders of Claims entitled to vote on the Plan by which such parties may indicate acceptance or rejection of the Plan.
16. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.
17. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the District of Delaware.
18. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.
19. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)(6)).
20. “*Cash*” means the legal tender of the United States of America.

21. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, right of setoff, cross claim, counterclaim, recoupment, claim for breach of duty imposed by law or in equity, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured, or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

22. “*Cerberus*” means, collectively, Cerberus Business Finance, LLC; Cerberus ASRS Funding LLC; Cerberus AUS Levered ILLP; Cerberus Offshore Levered ILLP; Cerberus Onshore II CLO LLC; and Cerberus Onshore Levered II LLC.

23. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

24. “*Claim*” means any claim, as such term is defined in section 101(5) of the Bankruptcy Code, against a Debtor.

25. “*Claims Agent*” means the claims agent the Debtors may retain in the Chapter 11 Cases pursuant to order of the Bankruptcy Court.

26. “*Claims Register*” means the official register of Claims maintained by the Claims Agent.

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

28. “*Committee*” means an official committee (and all subcommittees thereof) appointed in the Chapter 11 Cases, if any, pursuant to section 1102 of the Bankruptcy Code.

29. “*Conditions Precedent to Closing the New First Lien Debt*” means the Conditions Precedent to Closing the New First Lien Debt as defined in the New First Lien Debt Facility Term Sheet.

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

31. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

32. “*Confirmation Hearing*” means the confirmation hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

33. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

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

35. “*Cure Claim*” means a Claim based upon a Debtor’s default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed, or assumed and assigned, by such Debtor pursuant

to section 365 of the Bankruptcy Code, other than a default which is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

36. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumption, or assumption and assignment, of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

37. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

38. “*Debtors*” means, collectively, the entities listed in footnote 1 hereof.

39. “*Description of Transaction Steps*” means certain of the description of the Restructuring Transactions as set forth in the Plan Supplement.

40. “*DIP Facility*” means the debtor-in-possession credit facility provided under the DIP Facility Credit Agreement.

41. “*DIP Facility Agent*” means Apollo Investment Corporation, as agent for the DIP Facility Lenders under the DIP Facility Credit Agreement.

42. “*DIP Facility Credit Agreement*” means that certain Debtor-in-Possession Credit Agreement among the Debtors, the DIP Facility Agent and the DIP Facility Lenders as approved by the DIP Order.

43. “*DIP Facility Claims*” means any Claim derived from, based upon, relating to, or arising under the DIP Facility Credit Agreement or the DIP Order, including any Claim on account of funded or unfunded amounts under the DIP Facility Credit Agreement. For the avoidance of doubt, DIP Facility Claims shall include the amount of all outstanding letters of credit under the ABL Facility existing as of the Petition Date, which were rolled up under the DIP Facility pursuant to the L/C Roll Up.

44. “*DIP Facility Lenders*” means the lender parties under the DIP Facility Credit Agreement.

45. “*DIP Facility Term Sheet*” means the DIP Facility Term Sheet attached to the Disclosure Statement as Exhibit F, setting forth the material terms of the DIP Facility.

46. “*DIP Order*” means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, which orders shall be in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

47. “*DirectSAT*” means DirectSAT USA, LLC.

48. “*DirectSAT Business*” means the assets, liabilities and contractual rights and obligations relating to the business division of the applicable Debtors and their Affiliates which provides fulfillment installation, upgrade and maintenance services for satellite content providers, including DIRECTV, LLC.

49. “*DirectSAT Entities*” means DirectSAT and each other Debtor or Reorganized Debtor and their Affiliates engaged primarily or exclusively in the operation of the DirectSAT Business, including New UniTek Services Co. and not including the Other Entities.

50. “*Disbursing Agent*” means the Reorganized Debtors or the Entity or Entities selected by the Reorganized Debtors to make or facilitate distributions contemplated under the Plan, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders.

51. “*Disclosure Statement*” means the Disclosure Statement for the Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated October 21, 2014, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law and is in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

52. “*Disputed*” means, with respect to any Claim or Interest, a Claim or Interest that is not Allowed.

53. “*Distribution Record Date*” means the Effective Date.

54. “*Effective Date*” means the date selected by the Debtors, the Required Term Loan Consenting Lenders, the DIP Facility Agent, and the ABL Facility Agent after all conditions precedent to the occurrence of the Effective Date have been satisfied or waived pursuant to Article IX.A and Article IX.B hereof.

55. “*Entity*” means an entity as such term is defined in section 101(15) of the Bankruptcy Code.

56. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

57. “*Exculpated Party*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; and (h) with respect to each of the foregoing Entities in clauses (a) through ~~(g)~~(h), each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

58. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

59. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

60. “*Fee Claim*” means a Claim for Accrued Professional Compensation.

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

62. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the

Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

63. “*First Lien Rollover Ratio*” means the number equal to (a) the Tranche B New First Lien Debt Initial Amount divided by (b) the Rollover Debt.

64. “*General Unsecured Claim*” means any Unsecured Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, (d) a Subordinated Claim, (e) a Fee Claim, (f) an Intercompany Claim, (g) an ABL Facility Claim, or (h) a Term Loan Claim.

65. “*Governmental Unit*” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

66. “*Holder*” means an Entity holding a Claim or an Interest, as applicable.

67. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

68. “*Initial Commitments*” has the meaning ascribed to it in the DIP Facility Term Sheet attached as Exhibit F to the Disclosure Statement.

69. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.

70. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

71. “*Intercreditor Agreement*” means that certain intercreditor agreement, dated as of April 15, 2011, by and among certain of the Debtors and their Affiliates, the ABL Facility Agent on behalf of the ABL Facility Lenders, the Term Loan Agent on behalf of the Term Loan Lenders, and the other loan parties from time to time party thereto, governing, among other things, the respective rights, remedies, and priorities of Claims and Liens held by such parties (as the same may have been modified, amended, or restated). The ABL Facility Agent, the ABL Facility Lenders, and the Term Loan Consenting Lenders each acknowledge and agree that their respective rights and obligations under the Intercreditor Agreement remain valid and enforceable during the Chapter 11 Cases, but upon the occurrence of the Effective Date, the Intercreditor Agreement shall no longer have any force and effect.

72. “*Interests*” means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto as well as any partnership, limited liability company, or similar interest of any Debtor, including any Skylink Litigation Claims and Interests to the extent that the Bankruptcy Court determines that such Skylink Litigation Claims and Interests are Interests.

73. “*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended from time to time.

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

75. “*Junior ABL Facility Claims*” means any ABL Facility Claims on account of Last Out Loans as defined in the ABL Facility Credit Documents.

76. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

77. “*L/C Commitment*” means L/C Commitment as defined in the DIP Facility Term Sheet.

78. “*L/C Roll Up*” means L/C Roll Up as defined in the DIP Facility Term Sheet.

79. “*Management Employment Agreements*” means those management employment agreements by and between the Debtors and members of the Debtors’ current (as of the Effective Date) senior management.

80. “*Management Incentive Plan*” means that certain post-Effective Date equity incentive program that shall provide for up to 10% of the New UniTek Interests, on a fully diluted basis, to be reserved for issuance to management of the Reorganized Debtors as determined by the New UniTek Board.

81. “*New Boards*” means, collectively, the New UniTek Board, the New Unitek Services Co. Board and the New Subsidiary Boards, as initially comprised in accordance with the terms of the applicable New Corporate Governance Documents.

82. “*New By-Laws*” means the by-laws or limited liability company agreement, as applicable, of each of the Reorganized Debtors, substantially in the form contained in the Plan Supplement, which governance documents shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

83. “*New Certificates of Incorporation*” means the certificates of incorporation or certificates of formation, as applicable, of each of the Reorganized Debtors, substantially in the form contained in the Plan Supplement, which organizational documents shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

84. “*New Corporate Governance Documents*” means, as applicable, (a) the New Certificates of Incorporation, (b) the New By-Laws, and (c) the New Stockholders Agreement.

85. “*New First Lien Debt Facility*” means a first lien credit facility consisting of the Tranche A New First Lien Debt and the Tranche B New First Lien Debt on the terms described and as defined in the New First Lien Debt Facility Credit Agreement, which terms shall be consistent in all material respects with those set forth in the New First Lien Debt Facility Term Sheet.

86. “*New First Lien Debt Facility Credit Agreement*” means that certain agreement (as amended, restated, supplemented, or otherwise modified from time to time) governing the New First Lien Debt Facility, dated on or about the Effective Date and consistent in all material respects, and shall otherwise contain, the terms and conditions set forth in the New First Lien Debt Facility Term Sheet, which agreement shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

87. “*New First Lien Debt Facility Term Sheet*” means the term sheet that is attached as Exhibit B to the Disclosure Statement, setting forth the material terms of the New First Lien Debt Facility.

88. “*New Stockholders Agreement*” means the stockholders agreement for Reorganized UniTek, the form of which will be included in the Plan Supplement and which shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

89. “*New Subsidiary Boards*” means the initial board of directors or member, as the case may be, of each Reorganized Debtor other than Reorganized UniTek and New UniTek Services Co. For the avoidance of doubt, (i) the members of the New UniTek Board may be members of the New Subsidiary Boards and (ii) the New Subsidiary Boards do not include the New UniTek Services Co. Board.

90. “*New UniTek Board*” means the initial board of directors of Reorganized UniTek.

91. “*New UniTek Debt*” means the [~~\$15 million~~] new subordinated payment-in-kind debt issued by Reorganized UniTek on the terms described and as defined in the New UniTek Debt Credit Agreement, which terms shall be consistent in all material respects with those set forth in the New UniTek Debt Term Sheet.

92. “*New UniTek Debt Credit Agreement*” means that certain agreement (as amended, restated, supplemented, or otherwise modified from time to time) governing the New UniTek Debt, dated on or about the Effective Date, consistent in all material respects with and containing the terms and conditions set forth in the New UniTek Debt Term Sheet, which agreement shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

93. “*New UniTek Debt Term Sheet*” means the term sheet that is attached as Exhibit E to the Disclosure Statement, setting forth the material terms of the New First Lien Debt Facility.

94. “*New UniTek Interests*” means, collectively, (a) a certain number of common shares in the capital of Reorganized UniTek authorized pursuant to the Plan, of which up to approximately 10 million shares shall be initially issued and outstanding as of the Effective Date and (b) \$70 million of preferred equity shares, which such preferred equity shares shall accrue dividends at a rate of 13.5% per annum which will be paid in like kind securities.

95. “*New UniTek Services Co.*” means a newly formed entity that will become the assignee of all “shared services” agreements and related obligations as of the Effective Date (and is the entity defined as “Unitek Services Co.” in the New First Lien Debt Facility Term Sheet).

96. “*New UniTek Services Co. Board*” means the initial board of directors or member, as the case may be, of New UniTek Services Co.

97. “*Notice and Solicitation Agent*” means EPIQ Bankruptcy Solutions, LLC, retained as the Debtors’ notice, claims, and solicitation agent.

98. “*Other Business*” means Other Business as defined in the New First Lien Debt Facility Term Sheet.

99. “*Other Entities*” means the Debtors, the Reorganized Debtors and their respective Affiliates that are engaged primarily or exclusively in the operation of the Other Business, and not including (i) Reorganized UniTek, (ii) the DirectSAT Entities, or (iii) New UniTek Services Co.

100. “*Other Secured Claim*” means any Secured Claim that is not a Term Loan Claim, an ABL Facility Claim, or a DIP Facility Claim.

101. “*Person*” means a person as such term as defined in section 101(41) of the Bankruptcy Code.

102. “*Permitted Post-Effective Date DirectSAT Intercompany Advances*” has the meaning ascribed to it in the New First Lien Debt Facility Term Sheet.

103. “*Petition Date*” means the date on which each of the Debtors commenced the Chapter 11 Cases.

104. “*Plan*” means this Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, including the Plan Supplement (as modified, amended, or supplemented from time to time), which is incorporated herein by reference.

105. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, each in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, to be Filed by the Debtors no later than fourteen days before the Confirmation Hearing, and as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including the following: (a) the New Corporate Governance Documents; (b) the Rejected Executory Contract and Unexpired Lease List; (c) the Assumed Executory Contract and Unexpired Lease List; (d) the Assumed and Assigned Executory Contract and Unexpired Lease List;

(e) the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement; (f) the Shared Services Agreement; (g) the members of the New Boards, to the extent known; (h) the Description of Transaction Steps; (i) the list of retained Causes of Action; and (j) the Management Employment Agreements. Any reference to the Plan Supplement in this Plan shall include each of the documents identified above as (a) through (j). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with Article X.A hereof, and the Reorganized Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with applicable law; provided, that such amendments are acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

106. “*Plan Support Agreement*” means that certain plan support agreement, dated October 17, 2014, by and among the Debtors, the ABL Facility Agent, the ABL Facility Consenting Lenders, the Term Loan Consenting Lenders, and DIRECTV, LLC, as may be amended, supplemented, or otherwise modified from time to time, a copy of which is attached as Exhibit G to the Disclosure Statement.

107. “*Priority Non-Tax Claims*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

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

109. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

110. “*Professional Fee Escrow Account*” means an interest-bearing account to hold and maintain an amount of Cash equal to the Professional Fee Reserve Amount funded by the Debtors on the Effective Date solely for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

111. “*Professional Fee Reserve Amount*” means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Article II.A.3(c) hereof.

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

113. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in that Class.

114. “*Reinstated*” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

115. “*Rejected Executory Contract and Unexpired Lease List*” means the list (as may be amended), as determined by the Debtors or the Reorganized Debtors and in form and substance reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Debtors pursuant to the provisions of Article V.A hereof and which shall be included in the Plan Supplement.

116. “*Rejection Claim*” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

117. “*Released Claims*” means (i) any and all claims and Causes of Action relating to any Debtor arising at any time prior to the Effective Date, including without limitation (a) all claims and Causes of Action based on, arising out of, or related to the issuance of any Security of any Debtor, (b) all claims and Causes of Action based on, arising out of, or related to the restatement, adjustment, correction, or modification of the Debtors’ financial statements, including without limitation all claims or Causes of Action based on, arising out of, or relating to the Debtors’ internal controls relating to financial statements and financial reporting; (c) all claims and Causes of Action based on, arising out of, or related to the misrepresentation of any of the Debtors’ financial information and related internal controls, including without limitation the overstatement of the Debtors’ revenue, accounts receivable, and/or EBITDA and (d) all Causes of Action under chapter 5 of the Bankruptcy Code; and (ii) any and all claims and Causes of Action arising from actions taken or not taken in connection with the Restructuring and the Chapter 11 Cases.

118. “*Released Party*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; and ~~(i)~~ with respect to each of the foregoing Entities in clauses (a) through ~~(g)~~, each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

119. “*Releasing Parties*” means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Consenting Lenders; (d) the DIP Facility Agent; (e) the DIP Facility Lenders; (f) the ABL Facility Agent; (g) the ABL Facility Consenting Lenders; (h) the Term Loan Agent; ~~(i)~~ without limiting the foregoing, each other Holder of a Claim or an Interest, in each case other than a Holder of a Claim or an Interest that has voted to reject the Plan; and ~~(i)~~ with respect to each of the foregoing parties under (a) through ~~(h)~~, each such Entity’s predecessors, successors and assigns, and Affiliates and its and their subsidiaries, managed accounts, funds, and current (as of the Effective Date) officers, directors, principals, members, limited partners, general partners, shareholders, employees, agents (other than third-party vendors performing services for the Debtors), financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, advisory board members and other professionals, and each such Person’s respective heirs, executors, estates, servants and nominees.

120. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date and New UniTek Services Co.

121. “*Reorganized UniTek*” means UniTek, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, it being understood that, as of the Effective Date, Reorganized UniTek shall be a private corporation organized under the laws of the state of Delaware.

122. “*Required Term Lenders*” means the Required Lenders (as defined in the Term Loan Credit Agreement).

123. “*Required Term Loan Consenting Lenders*” has the meaning ascribed to it in the Plan Support Agreement.

124. “*Restructuring Transactions*” means one or more transactions pursuant to section 1123 of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of

appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (d) the Separation of Businesses Transactions; (e) described in the Description of Transaction Steps; and (f) 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.

125. “*Revolving Commitments*” means the Revolving Commitments as defined in the DIP Facility Term Sheet.

126. “*Rollover Debt*” means the sum of (i) two times the total amount of Allowed Senior ABL Facility Claims, plus (ii) the total amount of Allowed Junior ABL Facility Claims.

127. “*SEC*” means the United States Securities and Exchange Commission.

128. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed as such pursuant to the Plan or any Final Order as a secured Claim.

129. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. 77a-77aa, as amended from time to time, together with the rules and regulations promulgated thereunder.

130. “*Security*” means a security as defined in section 2(a)(1) of the Securities Act.

131. “*Senior ABL Facility Claims*” means all ABL Facility Claims other than the Junior ABL Facility Claims.

132. “*Separation of Businesses Transactions*” means the transactions described in Article IV.F hereof necessary to effectuate the Separation of Businesses provisions of the New First Lien Debt Facility Term Sheet and the applicable conditions precedent to the consummation of the New First Lien Debt Facility, including the creation of New UniTek Services Co. and the separation of the DirectSAT Business from the Other Business as set forth herein and therein, and any other actions necessary or appropriate to effectuate the separation of the DirectSAT Business from the Other Business.

133. “*Shared Services Agreement*” means the Shared Services Agreement as defined in the New First Lien Debt Facility Term Sheet.

134. “*Skylink Litigation Claims and Interest*” means any Claim or Interest derived from, based upon, relating to, or arising from that certain asset purchase agreement, dated September 14, 2012, by and among UniTek, DirectSAT USA, LLC, Skylink Ltd., and Mr. John Larbus.

135. “*Skylink Plaintiffs*” means the Holders of the Skylink Litigation Claims and Interests.

136. “*Specified Term Lenders*” means, collectively, (i) Cetus Capital II, LLC; (ii) Littlejohn Opportunities Master Fund LP; (iii) SG Distressed Fund, LP; (iv) New Mountain Finance Corporation; and (v) New Mountain Finance Holdings, L.L.C.

137. “*Subordinated Claims*” means Claims that are subordinated by section 510 of the Bankruptcy Code or any other applicable law, including any Skylink Litigation Claims and Interests to the extent that the Bankruptcy Court determines that such Skylink Litigation Claims and Interests are Claims; provided, that, for the avoidance of doubt, the Junior ABL Facility Claims shall not constitute Subordinated Claims.

138. “*Subordination Agreement*” means that certain subordination agreement, dated as of August 13, 2014, in respect of the ABL Facility by and among certain of the Debtors and their Affiliates, the ABL

Facility Agent, the Holders of Senior ABL Facility Claims, and the Holders of Junior ABL Facility Claims. The ABL Facility Agent, the ABL Facility Lenders, and the Term Loan Consenting Lenders each acknowledge and agree that their respective rights and obligations under the Subordination Agreement remain valid and enforceable during the Chapter 11 Cases, but upon the occurrence of the Effective Date, the Subordination Agreement shall no longer have any force and effect.

139. “*Term Loan Agent*” means Cerberus Business Finance, LLC, in its capacity as successor administrative agent under the Term Loan Credit Agreement, or any successor agent.

140. “*Term Loan Claims*” means any Claim derived from, based upon, relating to, or arising from the Term Loan Credit Documents.

141. “*Term Loan Consenting Lenders*” means the Term Loan Lenders that are party to the Plan Support Agreement.

142. “*Term Loan Credit Agreement*” means that certain Credit Agreement dated as of April 15, 2011, among UniTek and certain other Debtors, the Term Loan Lenders, and the Term Loan Agent, as amended from time to time.

143. “*Term Loan Credit Documents*” means the Term Loan Credit Agreement together with any other documents, schedules, instruments, or agreements related thereto.

144. “*Term Loan Facility*” means the \$140 million term loan provided under the Term Loan Credit Documents.

145. “*Term Loan Lenders*” means the lender parties under the Term Loan Credit Documents.

146. “*Total Debt*” means the Rollover Debt plus the amount of the Initial Commitments plus all funded amounts as of the Effective Date under the Revolving Commitments plus all funded amounts as of the Effective Date under the L/C Commitment plus all funded amounts as of the Effective Date under the L/C Roll Up.

147. “*Tranche A New First Lien Debt*” means the Tranche A New First Lien Debt as defined in the New First Lien Debt Facility Credit Agreement.

148. “*Tranche B New First Lien Debt*” means the Tranche B New First Lien Debt as defined in the New First Lien Debt Facility Credit Agreement.

149. “*Tranche B New First Lien Debt Initial Amount*” means an amount to be determined as follows: (a) if the Total Debt is less than \$120 million, then the amount equal to the Total Debt minus the Initial Commitments minus any funded amounts as of the Effective Date under the Revolving Commitments minus any funded amounts as of the Effective Date under the L/C Commitment minus any funded amounts as of the Effective Date under the L/C Roll Up; and (b) if the Total Debt is greater than \$120 million, then the amount equal to \$115 million minus the Initial Commitments minus any funded amounts as of the Effective Date under the Revolving Commitments minus any funded amounts as of the Effective Date under the L/C Commitment minus any funded amounts as of the Effective Date under the L/C Roll Up.

150. “*Treasury Regulations*” means regulations (including temporary and proposed) promulgated under the Internal Revenue Code.

151. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

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

153. “*UniTek Rollover Ratio*” means the number equal to one minus the First Lien Rollover Ratio.

154. “*Unsecured Claim*” means any Claim that is neither Secured nor entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court, including any Claim arising from the rejection of an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code.

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

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order; and (14) any undefined term used herein that is defined in the Bankruptcy Code shall have the meaning ascribed to such term in the Bankruptcy Code.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures.

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

F. Reference to the Debtors or the Reorganized Debtors.

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

**ARTICLE II.
ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS**

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

A. Administrative Claims.

1. Administrative Claims.

Except as provided below with respect to Administrative Claims that are Fee Claims and DIP Facility Claims and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor(s), in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or Reorganized Debtor(s) agree to less favorable treatment with respect to such Holder, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the later of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions and shall not be required to file a request for payment of an Administrative Claim.

Except as otherwise provided in this Article II.A, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than the Administrative Claims Objection Deadline.

2. DIP Facility Claims

Except to the extent that a Holder of a DIP Facility Claim agrees to less favorable treatment, each Holder of a DIP Facility Claim shall receive Tranche A New First Lien Debt in a face amount equal to the amount of such DIP Facility Claim on the Effective Date, and such Holder shall remain committed to fund the unfunded portion of its commitment under the DIP Facility in accordance with the terms of the New First Lien Debt Facility. All liens and security interests granted to secure the DIP Facility Claims shall continue to secure the New First Lien Debt Facility from and after the Effective Date in accordance with the terms of the New First Lien Debt Facility. For the avoidance of doubt, the DIP Facility Agent and the DIP Facility Lenders shall not be required to File a proof of claim on account of the DIP Facility Claims, and the DIP Facility Claims are hereby deemed Allowed.

3. Professional Compensation.

(a) Fee Claims.

Professionals asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or any other applicable order of the Bankruptcy Court, an application for final allowance of such Fee Claim no later than 20 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party no later than 40 days after the Effective Date. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

(b) Professional Fee Escrow Account.

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Professionals. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates, or property of the Reorganized Debtors. The amount of Accrued Professional Compensation Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account and any unapplied retainer when such Claims are Allowed by a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first from any unapplied retainer that has been provided to such Professional, second from amounts in the Professional Fee Escrow Account and then by the Reorganized Debtors. When all Allowed Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to the Reorganized Debtors.

(c) Professional Fee Reserve Amount.

To receive payment for unbilled fees and expenses incurred through and including the Effective Date, the Professionals shall estimate their Accrued Professional Compensation Claims prior to and as of the Confirmation Date, along with an estimate of fees and expenses to be incurred through and including the Effective Date, and shall deliver such estimate to the Debtors no later than five days prior to the anticipated Confirmation Date; provided, that such estimate shall be reduced by the unapplied amount of any retainer that has been provided to such Professional; provided, further, that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional. The total amount so estimated for all Professionals as of the Confirmation Date shall comprise the Professional Fee Reserve Amount.

(d) Post-Effective Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Reorganized Debtors following the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order, or approval of the Bankruptcy Court.

B. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, at the option of the Debtors or Reorganized Debtors, one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, plus interest at the rate determined under applicable nonbankruptcy law and to

the extent provided for by section 511 of the Bankruptcy Code, payable on the or as soon as practicable following the Effective Date; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors or otherwise determined upon an order of the Bankruptcy Court.

C. Statutory Fees.

Notwithstanding anything to the contrary contained herein, on the Effective Date, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. The Reorganized Debtors shall pay all U.S. Trustee fees due and owing under 28 U.S.C. § 1930 until such time as the Reorganized Debtors move for entry of a final decree and the Bankruptcy Court enters such a decree.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. All Claims and Interests, except for Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date.

B. Summary of Classification.

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.E hereof.

The following chart summarizes the classification of Claims and Interests pursuant to the Plan:

Class	Claim/Interest	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Senior ABL Facility Claims	Impaired	Entitled to Vote
4	Junior ABL Facility Claims	Impaired	Entitled to Vote
5	Term Loan Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Unimpaired	Deemed to Accept
7	Subordinated Claims	Impaired	Deemed to Reject
8	Interests (other than Intercompany Interests)	Impaired	Deemed to Reject

C. Treatment of Claims and Interests.

To the extent a Class contains Allowed Claims or Allowed Interests with respect to a particular Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 - Priority Non-Tax Claims.

- (a) *Classification:* Class 1 consists of Priority Non-Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Non-Tax Claim, each Holder of such Allowed Priority Non-Tax Claim shall be paid in full in Cash on or as soon as reasonably practicable after the later of (i) the Effective Date, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes an Allowed Priority Non-Tax Claim, (iii) such other date as may be ordered by the Bankruptcy Court, or (iv) when due and payable in the ordinary course of business.
- (c) *Voting:* Class 1 is Unimpaired by the Plan, and each Holder of a Class 1 Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Secured Claims.

- (a) *Classification:* Class 2 consists of Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall receive one of the following treatments, as agreed by the applicable Debtor or Reorganized Debtor, the ABL Facility Agent, and the Required Term Loan Consenting Lenders: (i) the Debtors or the Reorganized Debtors shall pay such Allowed Other Secured Claims in full in Cash, including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code; (ii) the Debtors or the Reorganized Debtors shall deliver the collateral securing any such Allowed Other Secured Claim; or (iii) the Debtors or the Reorganized Debtors shall otherwise treat such Allowed Other Secured Claim in any other manner such that the Claim shall be rendered Unimpaired.
- (c) *Voting:* Class 2 is Unimpaired by the Plan, and each Holder of a Class 2 Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Secured Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – Senior ABL Facility Claims

- (a) *Classification:* Class 3 consists of all Senior ABL Facility Claims.
- (b) *Allowance:* The Senior ABL Facility Claims shall be Allowed, and shall not be subject to avoidance, objection, challenge, deduction, subordination, recharacterization, or offset, in the aggregate principal amount of \$38,730,607.00, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the ABL Facility Credit Documents, and all other fees, costs, charges and other expenses provided for under the ABL Facility Credit Documents.

- (c) *Treatment:* Except to the extent that a Holder of an Allowed Senior ABL Facility Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Senior ABL Facility Claim, each Holder of such Senior ABL Facility Claim shall receive, regardless of any provision of the ABL Facility Credit Agreement, or any Loan Document (as defined in the ABL Facility Credit Agreement), the Subordination Agreement, the Intercreditor Agreement, or any other subordination or intercreditor agreement to the contrary, including any subordination provision contained in any of the foregoing, and without any turnover obligation, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to: (a) the total amount of Allowed Senior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio; and (ii) New UniTek Debt in a face amount equal to: (a) the total amount of Allowed Senior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio.

In addition, upon the Effective Date, the Debtors or the Reorganized Debtors shall pay in full in Cash any outstanding reasonable fees, costs and charges owing to the ABL Facility Agent to the extent provided for and allowable under the ABL Facility Credit Documents.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Senior ABL Facility Claims shall be made on the Effective Date.

- (d) *Voting:* Class 3 is Impaired by the Plan. Therefore, Holders of Class 3 Senior ABL Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Junior ABL Facility Claims

- (a) *Classification:* Class 4 consists of all Junior ABL Facility Claims.
- (b) *Allowance:* The Junior ABL Facility Claims shall be Allowed, and shall not be subject to avoidance, objection, challenge, deduction, subordination, recharacterization, or offset, in the aggregate principal amount of \$8,749,267.00, plus any accrued but unpaid interest on thereon payable, or payable in kind, at the applicable non-default interest rate in accordance with the ABL Facility Credit Documents, and all other fees, costs, charges and other expenses provided for under the ABL Facility Credit Documents.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Junior ABL Facility Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Junior ABL Facility Claim, each Holder of such Junior ABL Facility Claim shall receive, regardless of any provision of the ABL Facility Credit Agreement, or any Loan Document (as defined in the ABL Facility Credit Agreement), the Subordination Agreement, the Intercreditor Agreement, or any other subordination or intercreditor agreement to the contrary, including any subordination provision contained in any of the foregoing, and without any turnover obligation, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to: (a) the total amount of Allowed Junior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio and (ii) New UniTek Debt in a face amount equal to: (a) the total amount of Allowed Junior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Junior ABL Facility Claims shall be made on the Effective Date.

- (d) *Voting:* Class 4 is Impaired by the Plan. Therefore, Holders of Class 4 Junior ABL Facility Claims are entitled to vote to accept or reject the Plan. Pursuant to section 3.08 of the Subordination Agreement, the ABL Facility Agent will vote on behalf of such Holders of Class 4 Junior ABL Facility Claims.

5. Class 5 – Term Loan Claims

- (a) *Classification:* Class 5 consists of all Term Loan Claims.
- (b) *Allowance:* The Term Loan Claims shall be Allowed in the aggregate principal amount of \$143,252,713.27, plus any accrued but unpaid interest thereon payable at the applicable non-default interest rate in accordance with the Term Loan Credit Documents, and all other fees, costs, charges and other expenses provided for under the Term Loan Credit Documents.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Term Loan Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of the Term Loan Claims, each Holder of an Allowed Term Loan Claim shall receive, regardless of any provision of the Intercreditor Agreement, or any other subordination or intercreditor agreement, to the contrary, its Pro Rata share of: (i) Tranche B New First Lien Debt in a face amount equal to (a) the total amount of the Allowed Senior ABL Facility Claims, multiplied by (b) the First Lien Rollover Ratio; (ii) New UniTek Debt in a face amount equal to: (a) the total amount of the Allowed Senior ABL Facility Claims, multiplied by (b) the UniTek Rollover Ratio; and (iii) 100% of the New UniTek Interests; provided, that if a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

In addition, upon the Effective Date, the Debtors or the Reorganized Debtors shall pay in full in Cash any outstanding, reasonable fees, costs and charges incurred by (i) the Term Loan Consenting Lenders in connection with the Chapter 11 Cases, and (ii) the Term Loan Agent in connection with the Chapter 11 Cases~~[-except for any fees, costs and charges that were incurred by the Term Loan Agent with respect to any actions that were not directed or authorized by the Required Term Lenders pursuant to the Term Loan Credit Agreement].~~

Notwithstanding anything to the contrary in the Plan or Confirmation Order, all distributions on account of Allowed Term Loan Claims shall be made on the Effective Date.

- (d) *Voting:* Class 5 is Impaired. Therefore, Holders of Class 5 Term Loan Claims are entitled to vote to accept or reject the Plan.

6. Class 6 - General Unsecured Claims.

- (a) *Classification:* Class 6 consists of General Unsecured Claims.

- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each General Unsecured Claim, each Holder of such Allowed General Unsecured Claim shall receive one of the following treatments, as agreed by the applicable Debtor or Reorganized Debtor, the ABL Facility Agent, and the Required Term Loan Consenting Lenders: (i) the Debtors or the Reorganized Debtors shall pay such Allowed General Unsecured Claim when due and payable in the ordinary course of business and in accordance with prior custom and practice established between the Debtors and the holder of such Claim or (ii) the Debtors or the Reorganized Debtors shall pay such Allowed General Unsecured Claim in full in Cash upon the later of (A) the Effective Date, (B) the date on which such General Unsecured Claim against the Debtors becomes an Allowed General Unsecured Claim, or (C) such other date as may be ordered by the Bankruptcy Court or on such other terms as the Debtor and the Holder of such Claim shall agree in writing.
- (c) *Voting:* Class 6 is Unimpaired by the Plan, and each Holder of a Class 6 General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 6 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Subordinated Claims.

- (a) *Classification:* Class 7 consists of Subordinated Claims.
- (b) *Treatment:* Holders of Allowed Subordinated Claims shall not receive any distribution on account of such Subordinated Claims. On the Effective Date, Allowed Subordinated Claims shall be discharged, canceled, released, and extinguished. To the extent that the Bankruptcy Court determines that the Skylink Litigation Claims and Interests are Allowed Claims and are not subject to subordination under the Bankruptcy Code or other applicable law, then such Allowed Skylink Litigation Claims and Interests shall be treated as determined by the Bankruptcy Court in accordance with the cramdown provisions of the Bankruptcy Code.
- (c) *Voting:* Class 7 is Impaired and Holders of Class 7 Subordinated Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Subordinated Claims are not entitled to vote to accept or reject the Plan.

8. Class 8 - Interests (other than Intercompany Interests).

- (a) *Classification:* Class 8 consists of Interests (other than Intercompany Interests).
- (b) *Treatment:* Holders of Interests (other than Intercompany Interests) shall not receive any distribution on account of such Interests. On the Effective Date, Class 8 Interests shall be cancelled and discharged. To the extent that the Bankruptcy Court determines that the Skylink Litigation Claims and Interests are not Interests, such Skylink Litigation Claims and Interests shall be treated in accordance with Class 7 Subordinated Claims.
- (c) *Voting:* Class 8 is Impaired and Holders of Class 8 Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the

Bankruptcy Code. Therefore, Holders of Class 8 Interests are not entitled to vote to accept or reject the Plan.

D. Special Provision Governing Claims.

Except as otherwise provided in the Plan or a Final Order of the Bankruptcy Court, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Claims, including legal and equitable defenses to or setoffs or recoupments against any such Claims, except, for the avoidance of doubt, with respect to Claims in Classes 3, 4, and 5.

E. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Acceptance or Rejection of the Plan.

1. Voting Classes.

Classes 3, 4 and 5 are Impaired under the Plan and are entitled to vote to accept or reject the Plan.

2. Failure to Vote.

If Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

3. Presumed Acceptance of the Plan.

Classes 1, 2 and 6 are Unimpaired under the Plan, and the Holders in such Classes are deemed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

4. Presumed Rejection of Plan.

Classes 7 and 8 are Impaired and shall receive no distribution under the Plan. The Holders in such Classes are deemed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

Except as expressly set forth in sections III.C.^[3]3, III.C.^[4]4 and III.C.^[4]5 and as otherwise provided herein, the allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and

treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual (including the Subordination Agreement and the Intercreditor Agreement), legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim, other than any ABL Facility Claim or Term Loan Claim, or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Cash for Plan Distributions.

All consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto shall be obtained from the New First Lien Debt Facility, or other Cash from the Debtors, including Cash from business operations.

B. *New First Lien Debt Facility.*

On the Effective Date, the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the New First Lien Debt Facility, the terms, conditions, and covenants of each of which shall contain the material terms set forth in the New First Lien Debt Facility Term Sheet, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

The New First Lien Debt Facility and the Reorganized Debtors' Cash on hand will provide sufficient available funds as of the Effective Date to: (i) make all required Effective Date payments under the Plan; and (ii) provide the Reorganized Debtors with working capital necessary to run their businesses and to fund certain capital expenditures (in accordance with the New First Lien Debt Facility Term Sheet). Any letters of credit issued and rolled up under the DIP Facility Credit Agreement shall be deemed to be issued under the New First Lien Debt Facility on the terms described in the New First Lien Debt Facility Term Sheet or cash collateralized.

C. *New UniTek Debt.*

On the Effective Date, the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to satisfy the conditions to effectiveness of the New UniTek Debt, the terms, conditions, and covenants of each of which shall be consistent in all material respects with the New UniTek Debt Term Sheet, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

D. *Issuance and Distribution of New UniTek Interests.*

The issuance of the New UniTek Interests by Reorganized UniTek, including options, stock appreciation rights, or other equity awards, if any, in connection with the Management Incentive Plan, is authorized without the need for any further corporate action and without any further action by the Holders of Claims or Interests.

On the Effective Date, the New UniTek Interests shall be issued and, as soon as reasonably practicable thereafter, distributed to Holders of Claims in Class ~~5~~**5**; provided, that if a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

All of the shares of New UniTek Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New UniTek Interests under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by

the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

E. New Stockholders Agreement.

Upon the Effective Date, Reorganized UniTek shall be a private company governed by the New Stockholders Agreement. The New Stockholders Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New UniTek Interests shall be bound thereby. The Holders of Claims in Class 5 shall be required to execute the New Stockholders Agreement before receiving their respective distributions of the New UniTek Interests under the Plan. If a Holder of a Class 5 Claim as of the Distribution Record Date does not return a completed and executed signature page to the New Stockholders Agreement so that it is received by the Disbursing Agent on or before the 90th day after the Effective Date, such Holder shall be deemed to forever forfeit its right to receive the New UniTek Interests.

F. Separation of Businesses Transactions.

The New Corporate Governance Documents shall contain provisions with respect to the corporate governance of the Reorganized DirectSAT Entities (including New UniTek Services Co.) and non-consolidation provisions separating the DirectSAT Business from the Other Business, which provisions shall be reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

Without limiting the foregoing, on or prior to the closing of the New First Lien Debt Facility (the “Closing Date”), up to \$13.8 million (consisting of \$8.0 million for corporate costs of the Other Business and \$5.8 million for insurance costs of the Other Business) (the “Initial Pinnacle Cash”) of Cash shall be funded pursuant to the Initial Commitments under the Tranche A New First Lien Debt, for the benefit of the Other Business, and shall be maintained and held by the DirectSAT Entities and the DirectSAT Business in one or more segregated deposit accounts (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities are the “Pinnacle Cash Account”), which accounts shall be subject to blocked account agreements reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders and shall be subject to a first priority Lien securing the New First Lien Debt Facility. The Debtors or Reorganized Debtors, as applicable, shall from time to time withdraw and apply from the Pinnacle Cash Account any amounts required to make payments of expenditures on behalf of the Other Business or to “true up” amounts paid by the DirectSAT Business (including through New UniTek Services Co.) to reflect the proper allocation of Cash receipts and expenditures during the period from the Closing Date between the Other Business and the DirectSAT Business.

From and after the Closing Date, Cash on hand of the Other Entities that is Cash generated by operations of the Other Business and is properly allocable to the Other Business (the “Other Business Allocated Cash”) shall be deposited into one or more segregated deposit accounts of the Other Entities (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities, the “Other Business Account”), which accounts shall be subject to blocked account agreements reasonably acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders and shall be subject to a first priority lien securing the New First Lien Debt Facility. The Other Business Account shall be separate funds from the accounts, Cash and other property of the DirectSAT Business and New UniTek Services Co., no funds other than the Other Business Allocated Cash shall be deposited into such Other Business Account, and such Other Business Account and the funds therein shall be utilized solely by the Other Entities for working capital and other general corporate purposes in connection with the Other Business. After the Closing Date, the Cash expenditures of the Other Business and the Cash expenditures allocable to the Other Business shall be funded (without duplication) solely by the Initial Pinnacle Cash, the Other Business Allocated Cash, and the Permitted Post-Effective Date DirectSAT Intercompany Advances.

The Debtors will provide DIRECTV with a monthly report regarding the Shared Services Agreement with the following information: (i) the total aggregate charges under the [~~shared-services-agreement~~ Shared Services Agreement]; (ii) how the charges under the [~~shared-services-agreement~~ Shared Services Agreement] were allocated among the DirectSAT Business and the Other Business; and (iii) the method of ascribing the charges to the DirectSAT Business and the Other Business.

G. Restructuring Transactions.

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, including the Separation of Businesses Transactions, the creation of New UniTek Services Co. and the transfer and assignment of such assets, employees and contracts to New UniTek Services Co. as are necessary to implement the new “shared services” arrangements contemplated by the New First Lien Debt Facility Term Sheet.

H. Corporate Existence.

Except as described below and as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor and as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and by-laws (or other analogous formation or governing documents) are amended by the Plan or otherwise amended in accordance with applicable law. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law). Notwithstanding the preceding sentences, UniTek Holdings, Inc., UniTek Midco, Inc., Advanced Communications USA, Inc., and Nex-link USA, LLC will dissolve upon the Effective Date in accordance with the Restructuring Transactions.

The New Corporate Governance Documents shall be reasonably acceptable to the Debtors, the ABL Facility Agent, and the Required Term Loan Consenting Lenders; provided, however, that the New Corporate Governance Documents for Reorganized DirectSAT shall contain standard bankruptcy remoteness protections and non-consolidation provisions as described in the New First Lien Debt Term Sheet with respect to the assets, liabilities, rights, and obligations of the Other Business; provided, further, however, that the New Corporate Governance Documents provisions set forth in the previous sentence shall have no further force and effect upon the exit of all or substantially all of the assets and operations of the Other Business.

I. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action not otherwise waived, relinquished, exculpated, released, compromised, or settled under the Plan or any Final Order, and any property acquired by any of the Debtors pursuant to the Plan, except for the Professional Fee Escrow Account, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances, except for Liens securing the New First Lien Debt Facility. On and after the Effective Date, except as otherwise provided in the Plan, the New First Lien Debt Credit Agreement, or the New UniTek Debt Credit Agreement, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

J. Cancellation of Existing Indebtedness and Securities.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, including the New First Lien Debt Credit Agreement and the New UniTek Debt Credit Agreement, on the Effective Date: (i) the obligations of the Debtors under any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, except the New First Lien Debt Credit Agreement and the New UniTek Debt Credit Agreement and related documents, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the

Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled solely as to the Debtors and the Reorganized Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; and (ii) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein, provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan. On and after the Effective Date, all duties and responsibilities of the ABL Facility Agent, the Term Loan Agent, and the DIP Facility Agent shall be discharged unless otherwise specifically set forth in or provided for under the Plan.

K. Corporate Action.

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including: (i) execution and entry into the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement; (ii) issuance of the New UniTek Debt; (iii) entry into the New Corporate Governance Documents; (iv) the distribution of the New UniTek Interests; (v) selection of the directors and officers for the Reorganized Debtors as set forth herein; (vi) implementation of the Restructuring Transactions contemplated by this Plan; (vii) adoption of the Management Incentive Plan; (viii) adoption or assumption, as applicable, of the agreements with existing management (as shall be amended and restated on terms acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders; (viii) the Separation of Businesses Transactions; (ix) creation of New UniTek Services Co.; (x) dissolution of UniTek Holdings, Inc., UniTek Midco, Inc., Advanced Communications USA, Inc., and Nex-link USA, LLC; and (xi) all other actions contemplated by the Plan (whether to occur before on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, directors or officers of the Debtors or the Reorganized Debtors.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors (as applicable) shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Corporate Governance Documents, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, the New UniTek Interests, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV shall be effective notwithstanding any requirements under non-bankruptcy law. The issuance of the New UniTek Interests shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of such securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

L. New Certificates of Incorporation and New By-Laws.

On or promptly after the Effective Date, the Reorganized Debtors will file their respective New Certificates of Incorporation with the applicable Secretaries of State and/or other applicable authorities in their respective states or countries of incorporation in accordance with the corporate laws of the respective states, or countries of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Certificates of Incorporation will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Certificates of Incorporation and New By-Laws and other constituent documents as permitted by the laws of their respective states or countries of incorporation and the New Corporate Governance Documents.

M. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors of UniTek shall expire, and the initial boards of directors, including the New UniTek Board, the New UniTek Services Co. Board, and the New Subsidiary Boards, as well as the officers of each of the Reorganized Debtors shall be appointed in accordance with the below.

On the Effective Date, the New UniTek Board shall consist of five (5) to seven (7) individuals~~[-to]~~, of which (a) one individual shall be appointed by Cerberus and (b) the remaining individuals shall be appointed by the Required Term Loan Consenting Lenders (who will be the majority holders of the New Unitek Interests), Following the Effective Date.~~[-and thereafter]~~ the appointment and removal of the members of the New UniTek Board shall be governed by the terms of the New Stockholders Agreement~~(s)]~~. Subject to the terms and conditions of the New Corporate Governance Documents, the New UniTek Board shall elect members of the New Subsidiary Boards and the New UniTek Services Co. Board; provided, however, that the New Board of Reorganized DirectSAT will include an independent director who shall be selected, and replaced, in the sole discretion of the ABL Facility Agent and the Required Term Loan Consenting Lenders, whose approval shall be required to authorize the commencement of any form of insolvency proceeding or to approve any material intercompany transactions (except as otherwise permitted under the New First Lien Debt Facility Credit Agreement); provided, further, however, that the New Corporate Governance Documents provisions set forth in the previous proviso shall have no further force and effect upon the exit of all or substantially all of the assets and operations of the Other Business. One member of the New UniTek Board shall be an independent board member acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders, in accordance with the New First Lien Debt Facility Credit Agreement and the New Stockholders Agreement.

On or before the Effective Date, the Other Business will appoint a manager whose identity, compensation and scope of duties (which in all events shall be limited to the Other Business and not extend to the DirectSAT Business) will be reasonably acceptable to the Debtors or Reorganized Debtors, as applicable, the ABL Facility Agent, and the Required Term Loan Consenting Lenders. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the initial New UniTek Board, the New UniTek Services Co. Board and the New Subsidiary Boards, as well as those Persons proposed to serve as an officer of any of the Reorganized Debtors. To the extent any such director or officer is an “insider” as such term is defined in section 101(31) of the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Corporate Governance Documents and other constituent documents of the Reorganized Debtors.

N. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors and their respective officers, directors, managers, and members, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan, the New Corporate Governance Documents, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, and any Securities issued pursuant to the Plan, including the New UniTek Interests, in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization or consents, except for those expressly required under the Plan, the New First Lien Debt Facility Credit Agreement, the New UniTek Debt Credit Agreement, the New Corporate Governance Documents or other applicable documents.

O. Management Incentive Plan.

Following the Effective Date, the Reorganized Debtors will implement a Management Incentive Plan, which shall reserve up to 10% of the fully diluted New UniTek Interests, or the non-equity equivalent thereof, to be reserved for distribution to officers, directors and employees of the Reorganized Debtors, on terms to be determined by the New UniTek Board.

P. Senior Management and Management Employment Agreements

Members of the Debtors' existing senior management shall remain in their current capacities as officers of the Reorganized Debtors, and the Management Employment Agreements shall be assumed (as such Management Employment Agreements shall be amended and restated on terms acceptable to the Required Term Loan Consenting Lenders) and Filed as part of the Plan Supplement.

Q. Exemption from Certain Taxes and Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) the creation of any mortgage, deed of trust, lien, or other security interest, (ii) the making or assignment of any lease or sublease, (iii) any restructuring transaction authorized by the Plan, or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any restructuring transaction occurring under the Plan.

R. Indemnification Provisions.

As of the Effective Date, each Reorganized Debtor's certificate of incorporation and/or bylaws (or other formation documents) shall provide, to the extent not satisfied by any available insurance coverage, for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current (as of the Effective Date) directors, officers or employees who were employed as directors, officers or employees of such Debtor, on or after the Effective Date at least to the same extent as the bylaws (or other formation documents) of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors shall amend and/or restate its certificate of incorporation or bylaws (or other formation documents) before or after the Effective Date to terminate or materially adversely affect any of the Reorganized Debtors' obligations or such directors', officers' or employees' rights; provided, however, that there shall be no indemnification, defense, reimbursement, exculpation, liability, or advancement of fees and expenses by the Reorganized Debtors with respect to Subordinated Claims (with such claims treated as set forth herein).

S. Preservation of Causes of Action.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or any Final Order, in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, the preservation of Causes of Action described in the preceding sentence includes, but is not limited to, the Debtors' (i) right to object to Administrative Claims, (ii) right to object to other Claims or otherwise assert any defenses, rights of setoff or recoupment or counterclaim with respect to such Claims, (iii) right to subordinate Claims and (iv) Causes of Action against former directors, officers, principals, members, partners, shareholders, and employees of the Debtors. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors in their respective discretion. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all

rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or any Final Order, the Reorganized Debtors reserve and shall retain the applicable Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The applicable Reorganized Debtor through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action except as otherwise expressly provided in the Plan and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

T. Intercompany Interests

Except as otherwise set forth herein, on the Effective Date, the Intercompany Interests shall remain effective and outstanding and be owned and held by the same applicable Person(s) that held and/or owned such Interests immediately prior to the Effective Date. Each Debtor shall continue to be governed by the terms and conditions of its applicable organizational documents as in effect immediately prior to the Effective Date, as amended or modified by or in accordance with this Plan.

U. Intercompany Claims

Notwithstanding anything in this Plan to the contrary, on or after the Effective Date, the Intercompany Claims shall be reinstated, or discharged and satisfied, at the option of the Reorganized Debtors by contributions, distributions, or otherwise or as may be advisable in order to avoid the incurrence of any past, present or future tax or similar liabilities by such Reorganized Debtor, in each case with the prior written consent of the Required Term Loan Consenting Lenders.

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

A. Assumption, Assignment and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases, including those listed on the Assumed Executory Contract and Unexpired Lease List and the Assumed and Assigned Executory Contract and Unexpired Lease List, shall be deemed assumed, or assumed and assigned, as applicable, as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed, assumed and assigned, or rejected prior to the Effective Date by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; (iv) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Lease List, or (v) is the subject of a dispute regarding the Cure Claim. On the Effective Date, any contract, instrument, release, indenture, or other agreement or document set on the Assumed and Assigned Executory Contract and Unexpired Lease List shall be deemed assumed by the Debtors and assigned to the party set forth across from such contract, instrument, release, indenture, or other agreement or document on the Assumed and Assigned Executory Contract and Unexpired Lease List as of the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption, assumption and assignment, or rejection of such Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Leases List, the Assumed Executory Contract and Unexpired Leases List, or the Assumed and Assigned Executory Contract and Unexpired Leases List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumption and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed, or assumed and assigned, pursuant to the Plan or by Bankruptcy

Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Any motions to assume, or assume and assign, Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed on the Claims Register within 30 days after notice of such rejection is served on the applicable claimant. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan, as applicable.

Rejection Claims for which a Proof of Claim is not timely Filed will be forever barred from assertion against the Debtors, their Estates, the Reorganized Debtors, and their respective property unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. Such Rejection Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in Article VIII hereof.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed or Assumed and Assigned.

Any monetary defaults under each Executory Contract and Unexpired Lease as reflected on the Assumed Executory Contract and Unexpired Leases List or Assumed and Assigned Executory Contract and Unexpired Leases List shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (i) the amount of the Cure Claim, (ii) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, or (iii) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or by mutual agreement between Debtors and the applicable counterparty. At least fourteen days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption, or assumption and assignment, and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, assumption and assignment, or related cure amount must be Filed, served, and actually received by the Debtors at least three days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption, assumption and assignment, and cure amount; provided, however, the Debtors, with the consent of the ABL Facility Agent and the Required Term Loan Consenting Lenders, shall have the right to alter, amend, modify or supplement the Assumed Executory Contracts and Unexpired Lease List, Assumed and Assigned Executory Contracts and Unexpired Lease List or Rejected Executory Contracts and Unexpired Lease List, as applicable, as identified in the Plan Supplement, through and including the Effective Date. To the extent that the Debtors, with the consent of the ABL Facility Agent and the Required Term Loan Consenting Lenders, alter, amend, modify or supplement the lists of Executory Contracts and Unexpired Lease or Assumed and Assigned Executory Contracts and Unexpired Lease List included in the Plan Supplement, the Debtors will provide notice to each counterparty to an affected Executory Contract or Unexpired Lease within three days of such decision, and any objection of such party to a proposed assumption, assumption and assignment, or related cure amount relating to such Executory Contract of Unexpired Lease shall be filed within 14 days of the date of such notice.

Assumption, or assumption and assignment, of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or

other bankruptcy-related defaults, arising under any assumed, or assumed and assigned, Executory Contract or Unexpired Lease at any time before the date of the Debtors or Reorganized Debtors assume, or assume and assign, such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed, or assumed and assigned, shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

D. Insurance Policies.

All of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

Notwithstanding anything to the contrary contained herein, to the extent the Debtors have insurance with respect to any Allowed General Unsecured Claim, the holder of such Allowed Claim shall (a) be paid any amount from the proceeds of insurance to the extent that the Claim is insured, and (b) receive the treatment provided for in this Plan for Allowed General Unsecured Claims to the extent the applicable insurance policy does not provide coverage with respect to any portion of the Claim.

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, the Plan Supplement, the Confirmation Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release, including, but not limited to, the injunctions set forth in Article VIII hereof): (a) on the Effective Date, the Reorganized Debtor shall assume all insurance policies issued at any time to the Debtor, its affiliates or predecessors of any of the foregoing and all agreements related thereto (collectively, the "Insurance Contracts"); (b) nothing in the Disclosure Statement, the Plan, the Plan Documents, the Plan Supplement or the Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Insurance Contracts, except that as of the Effective Date, each Reorganized Debtor shall become and remain liable for all of such Debtor's obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Effective Date; (c) nothing in the Disclosure Statement, the Plan, the Plan Documents, Plan Supplement, the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the Insurance Contracts and their right to seek payment or reimbursement from any Debtor (or after the Effective Date, the Reorganized Debtor) or draw on any collateral or security therefor; (d) insurers and third party administrators shall not need to nor be required to file or serve any objection to a Cure Notices or a request, application, claim, proof of claim or motion for payment and shall not be subject to the any Bar Date or similar deadline governing Cure Amounts or Claims; and (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII hereof, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (A) claimants with valid claims covered by any of the Insurance Contracts ("Insured Claims") to proceed with their claims; (B) insurers and/or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (i) all Insured Claims, and (ii) all costs in relation to each of the foregoing; (C) the insurers and/or third party administrators to draw against any or all of any collateral or security provided by or on behalf of the applicable Debtor (or Reorganized Debtor, as applicable) at any time and to hold the proceeds thereof as security for the obligations of such Debtor (and Reorganized Debtor, as applicable) to the applicable insurers and/or third party administrators and/or apply such proceeds to the obligations of such Debtor (and Reorganized Debtor, as applicable) under the Insurance Contracts, in such order as the applicable insurers and/or third party administrators may determine; and (D) the insurers and/or third party administrators to (i) cancel any policies under the Insurance Contracts, and (ii) take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the Insurance Contracts.

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

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed, or assumed and assigned, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of

first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

F. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List, the Assumed and Assigned Executory Contract and Unexpired Lease List or the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or rejection, the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or Reorganized Debtors, as applicable, shall have 28 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

G. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor (or assumed and assigned to another Debtor or to New UniTek Services Co.), will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been released or satisfied in full as of the Confirmation Date or under the Plan or Confirmation Order will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), or, in each case, as soon as reasonably practicable thereafter, except in the case of the ABL Facility Agent, Senior ABL Facility Claims, Junior ABL Facility Claims and Term Loan Claims, notwithstanding anything to the contrary in the Plan or Confirmation Order, distributions shall be made on the Effective Date, and each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan and in the case of the ABL Facility Agent, Senior ABL Facility Claims, Junior ABL Facility Claims and Term Loan Claims, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Disbursing Agent.

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. To the extent the Disbursing Agent is one or more of the Reorganized Debtors, 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.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all distributions contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Delivery of Distributions.

(a) Delivery of Distributions in General.

Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

2. Minimum Distributions.

No fractional shares of New UniTek Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New UniTek Interests that is not a whole number, the actual distribution of shares of New UniTek Interests shall be rounded as follows: (i) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (ii) fractions of less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor.

3. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the later of (i) the Effective Date and (ii) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed

property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred.

E. Manner of Payment.

1. All distributions of New UniTek Interests under the Plan shall be made by the Disbursing Agent on behalf of Reorganized UniTek.

2. All distributions with respect to, or effected with, the proceeds of the New First Lien Debt Facility and the New UniTek Debt shall be deemed made as of the Effective Date.

3. All distributions of Cash under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor (or Debtors).

4. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements; provided, however, that in the case of the ABL Facility Agent, the Term Loan Agent, and the Term Loan Consenting Lenders, as applicable, any Cash distributions shall be made by wire.

F. Section 1145 Exemption.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New UniTek Interests as contemplated by Article IV.D of the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities. In addition, under section 1145 of the Bankruptcy Code, such New UniTek Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments and subject to any restrictions in the New Corporate Governance Documents, including the New Stockholders Agreement and the New Certificates of Incorporation.

G. Section 4(a)(2)/Regulation D Exemption.

The Debtors believe that, subject to certain exceptions described in the following paragraph, various provisions of the Securities Act, the Bankruptcy Code, and state securities laws exempt from federal and state securities registration requirements (a) the offer and the sale of securities pursuant to the Plan and (b) subsequent transfers of such securities.

The Debtors have not filed a registration statement under the Securities Act or any other federal or state securities laws with respect to the new securities that may be deemed to be offered by virtue of the solicitation of votes on the Plan. The Debtors are relying on section 4(a)(2) and/or any other applicable section of the Securities Act and similar state law provisions, and to the extent applicable, on Regulation D and/or any other applicable regulation or similar state law provisions, to exempt from registration under the Securities Act and any applicable state securities laws the offer of any securities that may be deemed to be made pursuant to the solicitation of votes on the Plan. Section 4(a)(2) exempts from the registration provisions of the Securities Act any transaction by an issuer not involving any public offering. Regulation D similarly exempts from the registration provisions under the Securities Act offerings of securities to “accredited investors,” as such term is defined under Regulation D, and a limited number of other investors. Each Holder of a Claim entitled to vote on the Plan will be requested to make representations that are set forth in the Ballot regarding its qualifications to be an offeree in a private offering exempt from registration under the Securities Act by virtue of section 4(a)(2) or Regulation D or that such Holder is an “accredited investor.”

Holders of Allowed Class 5 Term Loan Claims will receive shares of New UniTek Interests pursuant to the Plan. Section 1145(a)(1) of the Bankruptcy Code exempts the offer or sale of securities under a plan of

reorganization from registration under section 5 of the Securities Act and state laws if three principal requirements are satisfied: (1) the securities must be issued “under a plan” of reorganization by the debtor or its successor under a plan or by an affiliate participating in a joint plan of reorganization with the debtor; (2) the recipients of the securities must hold a claim against, an interest in, or a claim for administrative expenses in the case concerning the debtor or such affiliate; and (3) the securities must be issued in exchange for the recipient’s claim against or interest in the debtor, or such affiliate, or “principally” in such exchange and “partly” for cash or property. In reliance upon this exemption, the Debtors believe that the offer and sale of the New UniTek Interests under the Plan will be exempt from registration under the Securities Act and state securities laws.

H. Compliance with Tax Requirements.

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

I. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

J. Setoffs and Recoupment.

Except as otherwise provided under the Plan, the Debtors or the Reorganized Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any claim it may have against the Holder of such Claim. Unless otherwise provided under the Plan, nothing herein shall impact the setoff or recoupment rights of Holders of Allowed General Unsecured Claims to the extent valid and applicable.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder’s total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

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

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Prosecution of Objections to Claims.

The Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims, other than Fee Claims, as permitted under the Plan (which Fee Claims shall be subject to objection by any Person with standing to object) provided, however, for the avoidance of doubt, the U.S. Trustee shall have standing to object to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without notice to or action, order or approval of the Bankruptcy Court. The Debtors and the Reorganized Debtors reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

B. Claims Administration Responsibilities.

Except as otherwise provided herein (including, without limitation, by Article V.B), Holders of Claims shall not be required to File a Proof of Claim; provided, that the Debtors, and the Reorganized Debtors, as applicable, reserve all rights to object to any Claim for which a Proof of Claim is Filed and to otherwise dispute, object to or assert any defense with respect to any Claim.

The Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto, and the Debtors and the Reorganized Debtors, as applicable, shall have the right to compromise, settle, withdraw or litigate to judgment any objections to Claims.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been

the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims Without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, cancelled, or otherwise expunged (including pursuant to the Plan), may, in accordance with the Bankruptcy Code and Bankruptcy Rules, be adjusted or expunged (including on the Claims Register, to the extent applicable) by the Reorganized Debtors without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims.

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

F. No Distributions Pending Allowance.

If an objection to a Claim or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

G. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required under applicable bankruptcy law.

ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

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

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of substantially all Claims, Interests, and controversies relating to the contractual, legal, and equitable rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders, and is fair, equitable, and reasonable. In accordance with the provisions

of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle claims against them and Causes of Action held by them against other Entities.

B. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, the Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

C. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors. In addition, the DIP Facility Agent, at the request and expense of the Reorganized Debtors, shall execute and deliver all documents reasonably required to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) securing the DIP Facility Claims.

D. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date of the Plan, the Released Parties are hereby expressly, unconditionally, irrevocably, generally, and individually and collectively released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, by statute or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or each of their respective Affiliates (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, (including the Separation of Businesses Transactions), the Chapter 11 Cases, the

purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Debtors as of the Petition Date that constitute gross negligence, willful misconduct, or actual fraud, in each case as determined by Final Order of a court of competent jurisdiction.

E. Releases by the Releasing Parties.

As of the Effective Date of the Plan, each of the Releasing Parties shall be deemed to have expressly, unconditionally, irrevocably, generally, and individually and collectively, released, acquitted, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, by statute or otherwise, that such Releasing Party (whether individually or collectively) ever had, now has, or hereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, (including the Separation of Businesses Transactions), the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date of the Plan, including any Released Claims, other than with respect to Claims or liabilities arising out of or relating to any act or omission of such Released Party unknown to the Releasing Party as of the Petition Date that constitute gross negligence, willful misconduct, or actual fraud, in each case, as determined by Final Order of a court of competent jurisdiction.

F. Exculpation.

Except as otherwise specifically provided in the Plan or Plan Supplement, to the fullest extent permitted by law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any and all actions, claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, by statute or otherwise, ~~[that such Releasing Party (whether individually or collectively) ever had, now has, or hereafter can, shall, or may have,]~~ based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Exculpated Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions, the Disclosure Statement, any forbearance agreement, or related agreements, instruments, or other documents, or any other act or omission, transaction, transfer, agreement, event, or other occurrence relating to the Debtors, taking place on or before the Effective Date, including any Released Claims, except for those that result from any such act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided, however, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for acts or omissions occurring after the Effective Date.

G. Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE VIII HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE VIII HEREOF; PROVIDED, THAT FOR THE AVOIDANCE OF DOUBT, THE TERM LOAN AGENT SHALL NOT BE ENJOINED FROM COMMENCING OR CONTINUING ANY CLAIM, DEMAND OR OTHER CAUSE OF ACTION AGAINST ANY TERM LOAN LENDER ON ACCOUNT OF ANY CLAIM FOR INDEMNIFICATION UNDER THE TERM LOAN CREDIT DOCUMENTS ARISING FROM ANY CLAIM, DEMAND OR OTHER CAUSE OF ACTION ASSERTED AGAINST THE TERM LOAN AGENT BY ANY TERM LOAN LENDER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE VIII.D OR ARTICLE VIII.E, DISCHARGED PURSUANT TO ARTICLE VIII.B, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (ii) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (iii) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (iv) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, OR THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

H. Liabilities to, and Rights of, Governmental Units.

Nothing in the Plan or Confirmation Order shall discharge, release, or preclude: (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation

Date; (iii) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (iv) any valid right of setoff or recoupment by a Governmental Unit; or (v) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action.

I. Term of Injunctions or Stays.

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

J. Non-Release of Certain Indemnification Claims of Term Loan Agent.

Notwithstanding anything to the contrary contained in Article IV.J, Article VIII.E, Article VIII.F, or elsewhere in the Plan, the Term Loan Agent shall neither release nor be deemed to have released the Term Loan Lenders from any claim for indemnification under the Term Loan Credit Documents arising from any claim, demand or other Cause of Action asserted against the Term Loan Agent by any Term Loan Lender.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

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

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors, the ABL Facility Agent, and the Required Term Loan Consenting Lenders.
2. Any amendments, modifications, or supplements to the Plan (including the Plan Supplement), if any, shall be reasonably acceptable to: (a) the Debtors, (b) the ABL Facility Agent, and (c) the Required Term Loan Consenting Lenders.
3. All actions, documents, certificates, and agreements necessary to implement this Plan, including the New Corporate Governance Documents, shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws.
4. All respective conditions precedent to the consummation of each of the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement shall have been waived or satisfied in accordance with the respective terms thereof, and the Debtors shall have entered into the New First Lien Debt Facility Credit Agreement and the New UniTek Debt Credit Agreement.

~~[5. Reorganized UniTek and the Holders of Allowed Term Loan Claims shall have executed the New Stockholders Agreement.]~~

5. The Professional Fee Escrow Account shall have been established and funded in the Professional Fee Reserve Amount.

6. All fees and expenses of (a) the ABL Facility Agent and ABL Facility Lenders, including, without limitation, the respective fees and expenses of counsel and financial advisors to the ABL Facility Agent and ABL Facility Lenders, (b) the Specified Term Lenders including, without limitation, the fees and expenses of counsel to the Term Loan Consenting Lenders and (c) the Term Loan Agent[, ~~subject to the provisions of section III.C.5,~~] shall have been paid in full in Cash.

B. Waiver of Conditions.

The conditions to Consummation set forth in Article IX may be waived only by the Debtors, the ABL Facility Agent and the Required Term Loan Consenting Lenders, and if applicable, any other Person entitled to satisfaction of such condition, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any claims or Causes of Action by the Debtors, any Holders, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be: (1) made in accordance with this Article X; and (2) in form and substance acceptable to the ABL Facility Agent and the Required Term Loan Consenting Lenders.

B. Effect of Confirmation on Modifications.

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

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Interests or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in

the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor, any Holder, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor, any Holder or any other Entity.

ARTICLE XI. RETENTION OF JURISDICTION

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

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the determination of a whether a Claim shall be deemed a Subordinated Claim in connection with the Plan;
3. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals (including Fee Claims) authorized pursuant to the Bankruptcy Code or the Plan;
4. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor, or the Estates that may be pending on the Effective Date;
7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. adjudicate, decide, and resolve any and all Causes of Action arising under the Bankruptcy Code;
9. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;
10. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII hereof, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.K.1 hereof;
15. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
16. determine any other matters that may arise in connection with or relate to the Plan, the New Corporate Governance Documents, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
17. enter an order or Final Decree concluding or closing any of the Chapter 11 Cases;
18. adjudicate any and all disputes arising from or relating to distributions under the Plan;
19. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
20. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
21. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising in connection with the implementation of the agreements, documents, or instruments executed in connection with the Plan;
22. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
23. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in connection with and under the Plan, including under Article VIII hereof;
24. enforce all orders previously entered by the Bankruptcy Court, resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan; and
25. hear any other matter not inconsistent with the Bankruptcy Code.

For the avoidance of doubt, nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether their Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

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

C. Payment of Certain Professional Fees.

On the Effective Date, the Debtors shall pay the reasonable and documented fees and expenses of (i) ~~[subject to the provisions of Article III.C.5 hereof,]~~ Klee, Tuchin, Bogdanoff & Stern LLP, counsel to the Term Loan Agent; (ii) Kirkland & Ellis LLP, counsel to the ABL Facility Agent;~~[-and]~~ (iii) Latham & Watkins, LLP, counsel to the Specified Term Lenders; and (iv) Delaware counsel to each of the Term Loan Agent, the Specified Term Lenders and the ABL Facility Agent.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Confirmation Date, any Committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by any Committee or other statutory committees after the Confirmation Date.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders before the Effective Date.

F. Successors and Assigns.

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

G. Notices.

To be effective, all notices, requests, and demands to or upon the Debtors, the ABL Facility Agent, the Term Loan Agent, the Specified Term Lenders, the DIP Facility Agent and the New First Lien Debt Facility Agent shall be in writing (including by facsimile transmission), 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 to the following:

If to the Debtors:

UniTek Global Services, Inc.
1777 Sentry Parkway West
Gwynedd Hall, Suite 302
Blue Bell, PA 19422
Attention: General Counsel
Facsimile No: (267) 991-8097

With copies to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Attention: Michael J. Pedrick and Justin W. Chairman
Facsimile No: (215) 963-5001
E-mail address: mpedrick@morganlewis.com and jchairman@morganlewis.com

- and -

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Neil E. Herman, James O. Moore and Patrick D. Fleming
Facsimile No: (212) 309-6001
E-mail address: nherman@morganlewis.com and pfleming@morganlewis.com

- and -

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Facsimile No.: (302)-571-1253
Attention: Robert S. Brady and M. Blake Cleary
E-mail address: rbrady@ycst.com and mbcleary@ycst.com

If to the Term Loan Agent:

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067-6049
Attention: David A. Fidler, Maria Sountas-Argiropoulos, and Vijay Sekhon
Facsimile No: (310) 407-9090
E-mail address: dfidler@ktbslaw.com, msargiropoulos@ktbslaw.com, and vsekhon@ktbslaw.com

If to the ABL Facility Agent:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Joshua A. Sussberg, Yongjin Im
Facsimile: (212) 446-4900
E-mail: joshua.sussberg@kirkland.com, yongjin.im@kirkland.com

-and-

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Steven N. Serajeddini
Facsimile: (312) 862-2200
E-mail: steven.serajeddini@kirkland.com

If to the Specified Term Lenders:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Richard A. Levy, Matthew L. Warren
Facsimile: (312) 993-9767
E-mail: richard.levy@lw.com, matthew.warren@lw.com

After the Effective Date, the Reorganized Debtors may, in their sole discretion, notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Entire Agreement.

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

I. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims Agent or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Nonseverability of Plan Provisions.

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, the New Corporate Governance Documents, the New First Lien

Debt Facility Credit Agreement, as any of such documents may have been altered or interpreted in accordance with the foregoing, are: (i) valid and enforceable pursuant to their terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (iii) non-severable and mutually dependent.

K. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e), 1125(g), and 1126(b) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

L. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

M. Conflicts.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, the Plan Support Agreement, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, with respect to any conflict or inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

[Remainder of page intentionally left blank]

Dated: October 21, 2014
Wilmington, Delaware

UNITEK GLOBAL SERVICES, INC., on behalf of itself
and each of the other Debtors

By: /s/ Andrew J. Herning
Name: Andrew J. Herning
Title: CFO and Treasurer

COUNSEL:

/s/ Robert S. Brady

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Proposed Co-Counsel to the Debtors

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