IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
UNITEK GLOBAL SERVICES, INC., *et al.*,[1]	)	Case No. 14- 12471 (PJW)
Debtors.	)	Joint Administration Requested

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

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

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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), Advanced Communications USA, Inc. (0091). The Debtors' main corporate address is 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, Pennsylvania 19422.

UniTek Global Services, Inc. ("UniTek") and certain of its direct and indirect subsidiaries and affiliates, as proposed chapter 11 debtors and debtors in possession (collectively, the "Debtors"), are sending you this document and the accompanying materials (the "Disclosure Statement") because you may be a creditor entitled to vote on the Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, as the same may be amended from time to time (the "Plan").[2] The Debtors are commencing the solicitation of your vote to approve the Plan (the "Solicitation") before the Debtors have commenced voluntary cases under chapter 11 of the Bankruptcy Code.

The Debtors may file voluntary reorganization cases under chapter 11 of the Bankruptcy Code to implement the Plan (the "Chapter 11 Cases"). Because the Chapter 11 Cases have not yet been commenced, this Disclosure Statement has not been approved by the Bankruptcy Court as containing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code. If the Debtors file the Chapter 11 Cases, they will promptly seek an order of the Bankruptcy Court (a) approving this Disclosure Statement as having contained "adequate information," (b) approving the solicitation of votes as having been in compliance with section 1126(b) of the Bankruptcy Code and (c) confirming the Plan. The Bankruptcy Court may order additional disclosures.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

Neither this Disclosure Statement nor the Plan has been Filed with or reviewed by the Bankruptcy Court, and the securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the United States Securities and Exchange Commission (the "SEC") under the United States Securities Act of 1933, as amended (the "Securities Act"), or any securities regulatory authority of any state under any state securities law ("Blue Sky Laws").

The Debtors believe that the solicitation of votes on the Plan made by this Disclosure Statement, and the offer of new securities that may be deemed to be made pursuant to the Solicitation, are exempt from registration under the Securities Act and Blue Sky Laws by reason of the exemptions provided by section 4(a)(2) of and Regulation D under the Securities Act ("Regulation D"), or other applicable exemptions, and expect that the issuance of the new securities under the Plan will be exempt from registration under the Securities Act and related Blue Sky Laws by reason of the applicability of section 1145(a)(1) and (a)(2) of the Bankruptcy Code and Securities Act section 4(a)(2), Regulation D or other applicable exemptions. The Debtors recommend that potential recipients of any securities pursuant to the Plan consult their own legal counsel concerning the securities laws governing the transferability of any such securities.

The Plan has not been approved or disapproved by the SEC or any state securities commission and, neither the SEC nor any state securities commission has passed upon the accuracy or adequacy of the information contained herein. Any representation to the contrary is a criminal offense. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

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[2] **Unless otherwise defined in this Disclosure Statement, all capitalized terms used, but not otherwise defined, in this Disclosure Statement will have the meanings ascribed to them in the Plan.**

The deadline for Holders of Claims to accept or reject the Plan is *11:00 a.m. (prevailing Eastern Time) on November 3, 2014* (the "Voting Deadline") unless the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, and from time to time, extend the Voting Deadline. To be counted, the Ballot indicating acceptance or rejection of the Plan must be received by EPIQ BANKRUPTCY SOLUTIONS, LLC, the Debtors' notice, claims, and balloting agent (the "Claims Agent" or the "Balloting Agent"), no later than the applicable Voting Deadline.

The Debtors cannot assure you that the disclosure statement, including any exhibits thereto, that is ultimately approved by the Bankruptcy Court in the Chapter 11 Cases (a) will contain any of the terms described in this Disclosure Statement or (b) will not contain different, additional, or material terms that do not appear in this Disclosure Statement. The Debtors urge each Holder of a Claim or Interest (i) to read and consider carefully this entire Disclosure Statement (including the Plan and the matters described under "Risk Factors" below) and (ii) to consult with its own advisors with respect to reviewing this Disclosure Statement, the Plan and each of the proposed transactions contemplated thereby prior to deciding whether to accept or reject the Plan. You should not rely on this Disclosure Statement for any purpose other than to determine whether to vote to accept or reject the Plan.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims against, and Holders of Interests in, the Debtors (including, without limitation, those Holders of Claims or Interests who do not submit Ballots to accept or reject the Plan or who are not entitled to vote on the Plan) will be bound by the terms of the Plan and the transactions contemplated thereby.

TABLE OF CONTENTS

EXHIBITS

EXHIBIT A Plan of Reorganization

EXHIBIT B New First Lien Debt Facility Term Sheet

EXHIBIT C Liquidation Analysis

EXHIBIT D Valuation Analysis and Financial Projections

EXHIBIT E New UniTek Debt Term Sheet

EXHIBIT F DIP Facility Term Sheet

EXHIBIT G Plan Support Agreement

THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN

I. EXECUTIVE SUMMARY[3]

The Debtors submit this Disclosure Statement pursuant to sections 1125 and 1126 of the Bankruptcy Code to certain Holders of Claims in connection with the Solicitation of acceptances of 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 and modified from time to time, the "Plan"). A copy of the Plan is attached hereto as **Exhibit A**. The Plan constitutes a separate chapter 11 plan for each Debtor unless otherwise provided for in the Plan. Except for unclassified Claims and Interests, all Claims against and Interests in a particular Debtor are placed in Classes for each of the Debtors.

As of September 30, 2014, the Debtors had outstanding funded indebtedness in the aggregate principal amount of approximately $210 million consisting of approximately (a) $47 million under the ABL Facility Credit Agreement plus approximately $22 million of outstanding letters of credit and (b) $151 million under the Term Loan Credit Agreement, less unaccrued original issuance discount as of September 30, 2014 of approximately $10 million for a net of $141 million. As of September 30, 2014, the Debtors also had capital lease obligations of approximately $5 million. In addition, as of the date hereof, the Debtors owe approximately $23 million to trade vendors and other general unsecured creditors, including approximately $8-9 million of past due amounts owed to vendors and $7 million for other obligations. For the reasons described in Section V.A of this Disclosure Statement, the Debtors, in consultation with their advisors, have determined that a restructuring is necessary to significantly reduce secured debt and improve their capital structure, obtain access to longer term financing and permit the incremental funding necessary to implement their business plan, provide appropriate operating liquidity, and position the Debtors to more effectively compete in their industry.

The Debtors are pleased that after extensive, good-faith negotiations with the ABL Facility Agent and the Required Term Loan Consenting Lenders, they have achieved agreement on a consensual restructuring transaction to be implemented swiftly through a prepackaged chapter 11 plan of reorganization, which will achieve the Debtors' restructuring goals by: (a) reducing the Debtors' total operating company funded debt by approximately $90 million, excluding original issue discount costs; (b) providing the Debtors with reasonable, long term financing and access to incremental commitments that will enable the Debtors to support their future business needs and (c) continuing the Debtors' relationship with DIRECTV, one of the Debtors' most important customers. The parties agree that prolonged chapter 11 cases to implement the restructuring transaction would not be in the best interest of creditors, and have designed the prepackaged Plan to minimize the Debtors' stay in chapter 11. Expedited confirmation and consummation of the Plan will minimize any impact of bankruptcy on the Debtors' operations and enable the Debtors to emerge from chapter 11 as financially stronger and more competitive businesses.

The Plan contemplates, among other things, the occurrence of the following transactions:

- The Debtors will obtain authorization to use cash collateral and access the DIP Facility in the amount of up to $43 million on the terms described in the term sheet attached hereto as **Exhibit F** (the "DIP Facility Term Sheet").

- On the Effective Date, the Reorganized Debtors will enter into (a) the New First Lien Debt Facility Credit Agreement on the terms set forth in the New First Lien Debt Facility Term Sheet attached hereto as **Exhibit B**, and (b) the New UniTek Debt Credit Agreement on the terms set forth in the New UniTek Debt Term Sheet attached hereto as **Exhibit E**. The security interests and liens securing the New First Lien Debt Facility shall have priority over all other security interests and liens in the assets of the Reorganized Debtors. The New UniTek Debt shall be subordinated payment-in-kind debt issued by Reorganized UniTek on an unsecured basis. Holders of Allowed ABL Facility Claims and Allowed Term Loan Claims will receive portions of the New First Lien Debt Facility and New UniTek Debt in accordance with Article III of the Plan.

- In addition, Holders of Allowed Term Loan Claims will receive 100% of the New UniTek Interests.

[3] This Section I is intended only to provide a summary of certain key terms of the Plan and is qualified in its entirety by reference to the entire Plan and exhibits thereto.

- All Allowed General Unsecured Claims will be either paid (a) 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 (b) in full in Cash on the later of (i) the Effective Date, (ii) when such Claim becomes Allowed, or (iii) as otherwise determined by the Bankruptcy Court or the parties.

- Holders of UniTek Interests will not receive any distribution on account of such Interests and such Interests will be cancelled and discharged as of the Effective Date.

THE DEBTORS BELIEVE THAT THE COMPROMISE CONTEMPLATED UNDER THE PLAN IS FAIR AND EQUITABLE, WILL MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND PROVIDES THE BEST RECOVERY TO CLAIM HOLDERS.

FOR THESE REASONS AND OTHERS DESCRIBED HEREIN, THE DEBTORS URGE ALL PARTIES ENTITLED TO VOTE TO TIMELY RETURN THEIR BALLOT AND TO VOTE TO ACCEPT THE PLAN.

II. IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

This Disclosure Statement provides information regarding the Plan. The Debtors believe that the Plan is in the best interests of all creditors and urge all Holders of Claims entitled to vote on the Plan to vote in favor of the Plan.

Unless the context requires otherwise, references to "*we*," "*our*" and "*us*" are to the Debtors.

The confirmation of the Plan and effectiveness of the Plan are subject to certain material conditions precedent described herein and in the Plan. The Debtors give no assurance that the Plan will be confirmed, or if confirmed, that the conditions precedent to the occurrence of the Effective Date will be satisfied (or waived).

The Debtors encourage you to read this Disclosure Statement in its entirety, including without limitation the Plan and the section hereof entitled "Risk Factors," (and all exhibits) before submitting your Ballot to vote on the Plan.

Summaries of the Plan and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan, this Disclosure Statement, and the Plan Supplement, as applicable, and the summaries of the financial information and the documents annexed to this Disclosure Statement or otherwise incorporated herein by reference are qualified in their entireties by reference to those documents. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and the Debtors give no assurance that the statements contained herein will be correct at any time after such date. Except as otherwise provided in the Plan or in accordance with applicable law, the Debtors are under no duty to update or supplement this Disclosure Statement.

The information contained in this Disclosure Statement is included for purposes of soliciting acceptances to, and confirmation of, the Plan and may not be relied on for any other purpose. The Debtors believe that the summaries of certain provisions of the Plan and certain other documents and financial information contained or referenced in this Disclosure Statement are fair and accurate. The summaries of the financial information and the

documents annexed to this Disclosure Statement, including, but not limited to, the Plan, or otherwise incorporated herein by reference, are qualified in their entireties by reference to those documents.

This Disclosure Statement has not been approved or disapproved by the SEC or any federal, state, local or foreign regulatory agency, nor has the SEC or any other such agency passed upon the accuracy or adequacy of the statements contained in this Disclosure Statement.

The Debtors have sought to ensure the accuracy of the financial information provided in this Disclosure Statement, but the financial information contained in, or incorporated by reference into, this Disclosure Statement has not been, and will not be, audited or reviewed by the Debtors' independent auditors unless explicitly stated herein.

Upon Confirmation of the Plan, certain of the securities described in this Disclosure Statement will be issued without registration under the Securities Act, or similar federal, state, local, or foreign laws, in reliance on the exemption set forth in section 1145 of the Bankruptcy Code. To the extent exemptions from registration apply, other than section 1145 of the Bankruptcy Code, such securities may not be offered or sold except pursuant to a valid exemption or upon registration under the Securities Act.

The Debtors make statements in this Disclosure Statement that are considered forward-looking statements under the federal securities laws. Statements concerning these and other matters are not guarantees of the Debtors' future performance. Such forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made and involve known and unknown risks, uncertainties, and other unknown factors that could impact the Debtors' restructuring plans or cause the actual results of the Debtors to be materially different from the historical results or from any future results expressed or implied by such forward-looking statements. In addition to statements that explicitly describe such risks and uncertainties, readers are urged to consider statements labeled with the terms "believes," "belief," "expects," "intends," "anticipates," "plans," or similar terms to be uncertain and forward-looking. There can be no assurance that the restructuring transaction described herein will be consummated. Creditors and other interested parties should see the section of this Disclosure Statement entitled "Risk Factors" for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN[4]

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a plan is the principal objective of a chapter 11 case. A Bankruptcy Court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the Bankruptcy Court. Subject to certain limited exceptions, the order issued by a Bankruptcy Court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

A "prepackaged" plan of reorganization is one in which a debtor seeks approval of a plan of reorganization from affected creditors before filing for bankruptcy. Because solicitation of acceptances begins before the bankruptcy filing, the amount of time required for the bankruptcy case is often less than in more conventional

[4] This Section III is intended only to provide a summary of certain key terms of the Plan, and is qualified in its entirety by reference to the entire Plan and exhibits thereto.

bankruptcy cases. Greater certainty of results and reduced costs are other benefits generally associated with prepackaged bankruptcy cases.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking approval of the Plan from certain affected creditors prior to seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding whether to accept or reject the Plan. This Disclosure Statement is being submitted in accordance with such requirements, although this Disclosure Statement has not been Filed with or reviewed by the Bankruptcy Court.

C. What is the financial restructuring contemplated by the Plan?

As of September 30, 2014, the Debtors had outstanding funded indebtedness in the aggregate principal amount of approximately $210 million consisting of approximately (a) $47 million under the ABL Facility Credit Agreement plus approximately $22 million of outstanding letters of credit and (b) $151 million under the Term Loan Credit Agreement, less unaccrued original issuance discount as of September 30, 2014 of approximately $10 million for a net of $141 million. The Debtors also had capital lease obligations of approximately $5 million and $7 million of debt for other obligations. In addition, as of the date hereof, the Debtors owe approximately $23 million to trade vendors and other general unsecured creditors.

As a result of the proposed Plan, the Reorganized Debtors will reduce their total operating company funded debt to approximately $115 million, after giving effect to the following Restructuring Transactions:

- On the Effective Date, the Reorganized Debtors will enter into (a) the New First Lien Debt Facility Credit Agreement on the terms set forth in the New First Lien Debt Facility Term Sheet attached hereto as **Exhibit B**, and (b) the New UniTek Debt Credit Agreement on the terms set forth in the New UniTek Debt Term Sheet attached hereto as **Exhibit E**. The security interests and liens securing the New First Lien Debt Facility shall have priority over all other security interests and liens in the assets of the Reorganized Debtors. The New UniTek Debt shall be subordinated payment-in-kind debt issued by Reorganized UniTek on an unsecured basis. Holders of Allowed ABL Facility Claims and Allowed Term Loan Claims will receive portions of the New First Lien Debt Facility and New UniTek Debt in accordance with Article III of the Plan.

- In addition, Holders of Allowed Term Loan Claims will receive 100% of the New UniTek Interests.

- No distribution will be made on account of Intercompany Claims. 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 ABL Facility Agent and the Required Term Loan Consenting Lenders.

- Allowed General Unsecured Claims will be Unimpaired, either paid (a) 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 (b) in full in Cash on the later of (i) the Effective Date, (ii) when such Claim becomes Allowed, or (iii) as otherwise determined by the Bankruptcy Court or the parties. The Debtors submit that paying Holders of Allowed General Unsecured Claims in the ordinary course of business and in accordance with prior custom and practice established between the Debtors and the Holders of such Claim will minimize any disruption to the Debtors' business, will help the Debtors maintain relationships with their trade creditors, will maximize the value of the Debtors' estates, and will allow for a smooth, expeditious reorganization in the Chapter 11 Cases.

- Subordinated Claims will not receive any distribution under the Plan.

- 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.

- Holders of Interests of UniTek will not receive any distribution on account of such Interests and such Interests will be cancelled and discharged as of the Effective Date.

Consummation of the Plan and the financial restructurings contemplated thereby will significantly de-lever the Debtors' capital structure and create adequate liquidity for ongoing operations. With a sustainable capital structure aligned with the Debtors' revised business plan (and the potential for incremental liquidity as necessary), the Reorganized Debtors will be positioned to compete more effectively in the wireless telecommunications, public safety, satellite television and broadband cable industries.

Under the Plan, the Holders of Allowed Term Loan Claims will receive all of the newly issued New UniTek Interests.

D. Am I entitled to vote on the Plan and what will I receive from the Debtors if the Plan is consummated?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim you hold. In general, a Holder of a Claim or an Interest may vote to accept or reject a plan of reorganization if (i) no party in interest has objected to such Claim or Interest (or the Claim or Interest has been Allowed subsequent to any objection or estimated for voting purposes), (ii) the Claim or Interest is Impaired by the Plan and (iii) the Holder of such Claim or Interest will receive or retain property under the plan on account of such Claim or Interest.

The only classes of Claims voting on this Plan are Classes 3, 4 and 5. Whether a Holder of a Claim in Classes 3, 4 and 5 may vote to accept or reject the Plan will also depend on whether the Holder held such Claim as of October 21, 2014 (the "Voting Record Date").

In general, if a Claim or an Interest is Unimpaired under a plan of reorganization, section 1126(f) of the Bankruptcy Code deems the Holder of such Claim or Interest to have accepted such plan, and thus the Holders of Claims in such Unimpaired Classes are not entitled to vote on such plan. Because the following Classes are Unimpaired under the Plan, the Holders of Claims in these Classes are not entitled to vote:

- Classes 1, 2, and 6.

In general, if the Holder of an Impaired Claim or Impaired Interest will not receive any distribution under a plan of reorganization in respect of such Claim or Interest, section 1126(g) of the Bankruptcy Code deems the Holder of such Claim or Interest to have rejected such plan, and thus the Holders of Claims in such Classes are not entitled to vote on such plan. The Holders of Claims and Interests in the following Classes are conclusively presumed to have rejected the Plan and are therefore not entitled to vote:

- Classes 7 and 8.

The Plan will apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests (each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class") set forth herein will 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 will be treated as set forth in Article III.E of the Plan.

The following table provides a summary of the status, voting rights and the estimated percentage recoveries of each Class (or each Holder within such Class) of Allowed Claims or Interests under the Plan:

Class	Claim/Interest	Status	Voting Rights	% Recovery
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept	100%
2	Other Secured Claims	Unimpaired	Deemed to Accept	100%
3	Senior ABL Facility Claims	Impaired	Entitled to Vote	100%
4	Junior ABL Facility Claims	Impaired	Entitled to Vote	100%
5	Term Loan Claims	Impaired	Entitled to Vote	65.4%
6	General Unsecured Claims	Unimpaired	Deemed to Accept	100%
7	Subordinated Claims	Impaired	Deemed to Reject	0%
8	Interests (other than Class 9 Interests)	Impaired	Deemed to Reject	0%

E. How do I vote on the Plan?

The following materials constitute the solicitation package (the "Solicitation Package"):

- the appropriate Ballot,[5] as applicable, and applicable voting instructions (the "Voting Instructions");
- a pre-addressed, postage pre-paid return envelope; and
- this Disclosure Statement with all exhibits, including the Plan.

The Classes entitled to vote to accept or reject the Plan will be served the Solicitation Package (including the appropriate ballot) by overnight delivery and by electronic mail (if available). Additional paper copies of these documents may be requested from the Balloting Agent by writing to UniTek Global Services, Inc., Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, NY 10017, or calling (646) 282-2500. The Solicitation Package is also available at the Debtors' restructuring website, http://dm.epiq11.com/UniTek.

The Debtors have engaged Epiq Bankruptcy Solutions, LLC, as the Balloting Agent to assist in the balloting and tabulation process. The Balloting Agent will, among other things, answer questions, provide additional copies of all Solicitation Package materials and generally oversee the Solicitation.

Only the Holders of Claims in Classes 3, 4, and 5 are entitled to vote to accept or reject the Plan. Unless otherwise permitted by the Debtors, to be counted, Ballots for Claims in Classes 3, 4, and 5 must be received by the Balloting Agent by 11:00 a.m. (prevailing Eastern Time) on November 3, 2014, the Voting Deadline. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last timely received, properly executed Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.

Any Ballot that is properly executed, but fails to clearly indicate an acceptance or rejection, or that indicates both an acceptance and a rejection of the Plan, will not be counted.

All Ballots are accompanied by Voting Instructions. It is important to follow the specific instructions provided with each Ballot.

[5] In accordance with customary practices, the Ballot(s) will be distributed at substantially the same time as the initial distribution of Solicitation Packages.

VOTING INSTRUCTIONS ARE ATTACHED TO EACH BALLOT. PLEASE SEE ARTICLE XIII BELOW ENTITLED "SOLICITATION AND VOTING PROCEDURES" FOR ADDITIONAL INFORMATION.

Unless the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, decide otherwise, any Ballot received after the Voting Deadline will not be counted. The Balloting Agent will process and tabulate Ballots for the Classes entitled to vote to accept or reject the Plan and will file a voting report (the "Voting Report") as soon as reasonably practicable after the Petition Date.

For answers to any questions regarding solicitation procedures, parties may contact the Balloting Agent directly, at (646) 282-2500, with any questions related to the Solicitation.

***Notice regarding Securities-Related Certifications on Ballot*:**

The Debtors have not filed a registration statement under the Securities Act or under 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. 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. 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 to a limited number of other investors.

To ensure compliance with the foregoing, by signing and returning the Ballot, each Holder of a Claim in the Voting Classes will be certifying to the Debtors that either (a) such Holder is an "accredited investor" as defined in Rule 501(a) under the Securities Act or (b) that such Holder has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of voting on the Plan and is capable of bearing the economic risks of such investment, including a complete loss of its investment. See the Ballots for a more detailed description of "accredited investors."

In addition, by signing and returning the Ballot, each Holder of a Claim in Classes 3, 4, and 5 will be (a) confirming that (i) such Holder and/or legal and financial advisors acting on its behalf has had the opportunity to ask questions of, and receive answers from, the Debtors concerning the terms of the Plan, the businesses of the Debtors and other related matters, and (ii) to the best of the Holder's knowledge, the Debtors have made available to such Holder or its agents all documents and information relating to the Plan and related matters reasonably requested by or on behalf of such Holder; and (b) acknowledging that the new securities being offered pursuant to the Plan are not being offered pursuant to a registration statement filed with the SEC and representing that any such securities will be acquired for its own account and not with a view to any distribution of such securities in violation of the Securities Act.

It is expected that, when issued pursuant to the Plan, the new securities will be exempt from the registration requirements of the Securities Act by virtue of section 1145 of the Bankruptcy Code and may be resold by the Holders thereof subject to the provisions of such section 1145, subject to any applicable transfer restrictions.

F. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, the Debtors give no assurance that they will be able to reorganize their businesses. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended chapter 11 proceeding, or of a liquidation scenario, *see* "Confirmation of the Plan – Best Interests of Creditors/Liquidation Analysis" in Section X(B) and the Liquidation Analysis attached as **Exhibit C** to this Disclosure Statement.

G. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan

goes effective, and what do you mean when you refer to "Confirmation," "Effective Date" and "Consummation"?

"Confirmation" of the Plan refers to the entry by the Bankruptcy Court of the Confirmation Order approving the Plan. "Confirmation" of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, certain conditions must be satisfied or waived so that the Plan can be consummated and go effective. Initial distributions to Holders of Allowed Claims will only be made on the Effective Date or as soon as practicable thereafter. *See* "Confirmation of the Plan," in Section X hereof, for a discussion of the conditions to Consummation of the Plan.

H. Will the Debtors be obligated to pay fees and expenses for professionals other than those engaged by the Debtors prior to the Petition Date in connection with the Chapter 11 Cases?

Yes. On the Effective Date, the Debtors will pay the fees and expenses of (i) subject to the provisions of Article III.C.5 of the Plan, 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.

I. Will the Reorganized Debtors be obligated to continue to pay statutory fees after the Effective Date?

Yes. On the Effective Date, the Debtors will pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. The Reorganized Debtors will 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.

J. What is the Debtors' projected Cash balance on the Effective Date?

The Debtors will generate sufficient cash flows in conjunction with the New First Lien Debt Facility to meet their ongoing operating Cash needs upon the Effective Date. Through the Effective Date, the Debtors expect to pay approximately $2-3 million in Fee Claims. After making payments for such Claims and other Administrative Claims, and taking into account cash flow related to ongoing operations and lease settlements, the Reorganized Debtors expect to have at least approximately $3-5 million in Cash on hand as of the Effective Date, plus an undrawn revolving credit facility of $10 million. *See* Section VIII of this Disclosure Statement for additional information. *See also* the financial projections, which are attached hereto as **Exhibit D** and incorporated by reference herein (the "Financial Projections").

K. What are the terms of the New First Lien Debt Facility Credit Agreement?

The New First Lien Debt Facility Credit Agreement, a form of which agreement will be Filed as part of the Plan Supplement, will contain the material terms and conditions set forth in the New First Lien Debt Term Sheet, which is attached hereto as **Exhibit B**. In addition, the Debtors expect the New First Lien Debt Facility may contain certain covenants that may restrict (subject to certain exceptions) the Reorganized Debtors' ability to incur additional indebtedness; grant liens, consummate mergers, acquisitions, consolidations, liquidations and dissolutions, sell assets, pay dividends and make other payments in respect of capital stock, make capital expenditures, make investments, loans and advances, make payments and modifications to subordinated and other material debt instruments, enter into transactions with affiliates, and consummate sale-leaseback transactions.

The Debtors' ability to exit chapter 11 is contingent on the Debtors securing the New First Lien Debt Facility contemplated by the New First Lien Debt Facility Term Sheet. *See* "Risk Factors" regarding the New First Lien Debt Facility, in Section IX hereof.

L. Are there risks to owning an Interest in the Reorganized Debtors upon emergence from chapter 11?

Yes. *See* "Risk Factors," in Section IX hereof.

M. What rights will the Reorganized Debtors' new stockholders have?

It is expected that the Reorganized Debtors will be private companies. Holders of New UniTek Interests will have the rights set forth in the New Stockholders Agreement, a form of which will be Filed as part of the Plan Supplement.

N. Is there potential litigation related to the Plan?

Yes. In the event it becomes necessary to confirm the Plan over the objection of certain parties in interest, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such objecting parties. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an Impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* "Risk Factors — The Debtors may not be able to obtain Confirmation of the Plan," in Section IX(A)(iii).

O. Will there be releases granted to parties in interest as part of the Plan?

The Plan proposes to release the Released Parties.

Pursuant to Article VIII.E of the Plan, the Releasing Parties will release the Released Parties from, among other things, any and all claims and Causes of Action based on or related to the Chapter 11 Cases taking place on or before the Effective Date of the Plan.

For more details, *see* "Settlement, Release, Injunction and Related Provision" in Section VI(F).

P. When will the Plan Supplement be filed and what will it include?

The Plan Supplement will be filed by the Debtors no later than 14 days before the Confirmation Hearing, and may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, and will include 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 members of the New Boards, to the extent known; (g) the Description of Transaction Steps; (h) the list of retained Causes of Action; and (h) the Management Employment Agreements. Any reference to the Plan Supplement in the Plan will include each of the documents identified above as (a) through (h).

Q. What is the Management Incentive Plan and how will it affect the distribution I might receive under the Plan?

Following the Effective Date, the Reorganized UniTek 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. If a Holder is receiving New UniTek Common Stock under the Plan, such distribution may be diluted by the Management Incentive Plan after the Effective Date.

R. What are the Debtors' Intercompany Claims and Intercompany Interests?

In the ordinary course of business and as a result of their corporate structure, certain of the Debtor entities hold equity of other Debtor entities and maintain business relationships with each other, resulting in Intercompany Claims and Intercompany Interests. The Intercompany Claims reflect costs and revenues, which are allocated among the appropriate Debtor entities, resulting in Intercompany Claims.

The Plan's treatment of Allowed Intercompany Claims and Allowed Intercompany Interests represents a common component of a chapter 11 plan involving multiple debtors in which the value of the going concern enterprise may be replicated upon emergence for the benefit of creditor constituents receiving distributions under a plan. The Plan provides that the Reorganized Debtors may Reinstate Allowed Intercompany Claims and Allowed Intercompany Interests as necessary to preserve the Reorganized Debtors' corporate structure or compromise such Claims and Interests, in full or in part, in accordance with the terms of the Plan.

S. What are the Subordinated Claims and what treatment will they receive under the Plan?

Subordinated Claims are all Claims that are subordinated pursuant to section 510 of the Bankruptcy Code or otherwise applicable law. Holders of Subordinated Claims will not receive any distribution under the Plan. On the Effective Date, Subordinated Claims will be discharged, canceled, released and extinguished.

T. How will Claims asserted with respect to rejection damages affect my recovery under the Plan?

Because the Plan provides for payment in full to Holders of Allowed General Unsecured Claims, Claims arising from the Debtors' rejection of Executory Contracts and Unexpired Leases (to the extent Allowed) will be paid in full.

U. What is the deadline to vote on the Plan?

The deadline to vote on the Plan is 11:00 a.m. (prevailing Eastern Time) on November 3, 2014 for Holders of Claims in Classes 3, 4, and 5.

V. Can I object to the Plan?

Yes. Following commencement of the Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule promptly a Confirmation Hearing by no later than December 4, 2014 and will provide notice of the Confirmation Hearing to all necessary parties. The Debtors will File, serve on parties in interest and publish in the national edition of *The Wall Street Journal* and *The New York Times* the notice of the Confirmation Hearing, which will contain, among other things, the deadline for objections to the Plan and the date and time of the Confirmation Hearing. Written objections to Confirmation of the Plan, if any, which conform to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, must be Filed, together with a proof of service, with the Bankruptcy Court and *actually be received* on or before the Plan Objection Deadline by the following parties (as well as to the chambers of the United States Bankruptcy Judge assigned to the Chapter 11 Cases and to those parties who have filed a notice of appearance in the Chapter 11 Cases):

- The Debtors: UniTek Global Services, Inc., 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, PA 19422, Attn: General Counsel;
- Proposed Co-Counsel to the Debtors: Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103-2921, Attention: Michael J. Pedrick and Justin W. Chairman; and Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060, Attention: Neil E. Herman and Patrick D. Fleming;
- Proposed Co-Counsel to the Debtors: Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Robert S. Brady and M. Blake Cleary;
- Counsel to the Term Loan Agent: Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, 39th Floor, Los Angeles, California 90067-6049, Attn: David A. Fidler, Maria Sountas-Argiropoulos, and Vijay Sekhon;

- Counsel to the ABL Facility Agent: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg and Yongjin Im; Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Steven N. Serajeddini;

- Counsel to the Specified Term Lenders: Latham & Watkins, LLP, 330 North Wabash Avenue, Suite 2800 Chicago, IL 60611, Attn: Richard A. Levy; and

- United States Trustee for the District of Delaware: J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801.

W. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on Confirmation of the Plan and any party in interest may object to Confirmation of the Plan.

X. When is the Confirmation Hearing set to occur?

Following commencement of the Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule promptly a Confirmation Hearing by no later than December 4, 2014 and will provide notice of the Confirmation Hearing to all necessary parties. The Bankruptcy Court may not schedule the Confirmation Hearing for December 4, 2014, and the Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any adjournment thereof.

Objections to Confirmation of the Plan must be Filed and served on the Debtors, and certain other parties prior to the Confirmation Hearing in accordance with the notice of the Confirmation Hearing. The Debtors will publish the notice of the Confirmation Hearing, which will contain, among other things, the deadline for objections to the Plan and the date and time of the Confirmation Hearing, in the national edition of *The Wall Street Journal* and *The New York Times* to provide notification to those persons who may not receive notice by mail.

Y. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a Bankruptcy Court binds the debtor, any issuer of securities under the plan of reorganization, any person acquiring property under the plan of reorganization, any creditor or equity interest holder of a debtor and any other person or entity as may be ordered by the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the Bankruptcy Court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of the plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

Z. What is the effect of the Plan on the Debtors' ongoing businesses?

The Debtors are reorganizing pursuant to chapter 11. As a result, Confirmation of the Plan and the occurrence of the Effective Date means that the Debtors will not be liquidated or forced to go out of business. The Reorganized Debtors will continue to operate their businesses going forward using Cash from operations and any additional availability permitted and obtained under the terms of the New First Lien Debt Facility, which will be utilized to implement the Reorganized Debtors' business plan.

AA. How will the Debtors' customers, vendors and suppliers be treated under the Plan?

The Plan provides for the payment in full of all of the Debtors' customers, vendors and suppliers. This treatment both will allow the Debtors to fulfill their ongoing commitments to their customers and will enable the Reorganized Debtors to continue those relationships after the Effective Date. DIRECTV, one of the Debtors' most important customers, fully supports the Plan and is a party to the Plan Support Agreement described herein.

BB. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

On the Effective Date, the New UniTek Board shall consist of five (5) to seven (7) individuals to be appointed by the Required Term Loan Consenting Lenders (who will be the majority holders of the New UniTek Interests, 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). 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. 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.

Moreover, Reorganized DirectSAT shall have an independent director 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 any insolvency proceedings or to approve any material intercompany transactions (except as otherwise permitted by the New First Lien Debt Facility Credit Agreement).

CC. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe the Plan provides for a larger distribution to the Debtors' creditors than would otherwise result from any other available alternative. The Debtors believe the Plan, which contemplates a significant deleveraging of their capital structure, is in the best interest of all creditors. The Debtors also submit that no other alternative would in any way realize or recognize the value inherent under the Plan.

IV. THE DEBTORS' BUSINESSES AND CORPORATE AND CAPITAL STRUCTURE

A. Overview of the Debtors' Businesses

UniTek and its affiliates are a full service provider of technical services to customers in the wireless telecommunications, public safety, satellite television and broadband cable industries in the United States and Canada. The Debtors' services include network engineering and design, construction and project management, comprehensive installation and fulfillment, and wireless telecommunication infrastructure services. The Debtors' primary client base consists of satellite television, broadband cable and other telecommunications companies, contractors, and municipalities and related agencies, including leading media and telecommunication companies such as DIRECTV, AT&T, Comcast, Ericsson, Sprint, T-Mobile, Charter Communications, Time Warner Cable and Rogers Communications. The Debtors' customers utilize the Debtors' services to build and maintain their infrastructure and networks and to provide residential and commercial fulfillment services, which is critical to their ability to deliver voice, video and data services to end users.

UniTek is organized as a Delaware corporation and was originally incorporated in 1987 as Adina, Inc. Following a series of corporate actions, mergers and acquisitions, UniTek took the name UniTek Global Services, Inc. in 2010.

The Debtors' principal executive offices are located at 1777 Sentry Parkway West, Gwynedd Hall, Suite 302, Blue Bell, Pennsylvania 19422, and its telephone number is (267) 464-1700.

Historically, UniTek's common stock was listed on the NASDAQ Stock Market under the symbol "UNTK." On August 12, 2014, the Listing Qualifications Staff (the "Staff") of The NASDAQ Stock Market LLC ("NASDAQ") notified UniTek that the Staff had determined to delist the common stock from NASDAQ. Accordingly, trading in the common stock was suspended effective with the open of business on August 21, 2014, at which time the common stock became eligible to trade on the OTC Markets' OTC Pink Tier. On September 11, 2014 and NASDAQ took action to formally remove the common stock from listing and registration on NASDAQ by filing a Form 25-NSE with the SEC.

As of September 30, 2014, the Debtors had approximately 2,500 employees, substantially all of whom were full-time. The Debtors maintain a nucleus of technical and managerial personnel to supervise all projects and add employees and subcontractors as needed to complete specific projects.

(i) The Debtors' Operations

The Debtors' two principal lines of service, or segments, and their relative importance to the Debtors' operations, based upon contribution to consolidated revenues, are: (i) comprehensive installation and fulfillment services ("Fulfillment"), whereby the Debtors deploy skilled technicians to install their customers' equipment, such as television receiver units, into homes and businesses and (ii) wireless telecommunication construction, project management and systems integration ("Engineering and Construction"), whereby the Debtors assemble project teams of engineers and technicians to design and build large wireless infrastructure projects for their customers. The Fulfillment and Engineering and Construction segments make up approximately two-thirds and one-third of the Debtors' businesses, respectively.

UniTek operates through its wholly-owned subsidiaries, which are described as follows:

- DirectSat USA, LLC ("DirectSat") provides installation and fulfillment services for DIRECTV, LLC ("DIRECTV"), the largest satellite television provider in the United States, and certain satellite internet providers;

- FTS USA, LLC ("FTS") provides installation and fulfillment services to broadband cable telecommunications companies such as Comcast, Charter Communications and Time Warner Cable;

- WireComm Systems (2008) Inc. ("WireComm") provides installation and fulfillment services to Rogers Communications, Inc., the largest broadband cable provider in Canada; and

- Pinnacle Wireless USA, Inc. ("Pinnacle") provides wireless telecommunication construction, project management and systems integration services for wireless telecommunication carriers, municipalities and related agencies.

The Debtors' services are provided by a workforce of skilled technicians that is regionally and locally based throughout the United States and Canada. The operations include approximately 80 field offices as illustrated in the following map:

(ii) Fulfillment

The Debtors' Fulfillment segment includes inventory warehousing and logistics, customer service and call center management, fleet management, and risk and safety compliance. The Debtors have developed innovative, leading-edge technologies and processes to manage its daily operations and to improve upon existing work processes. In many markets, the Debtors are the primary providers of installation and fulfillment services to its customers; in other markets, the Debtors compete with other service providers for customers' business. The Fulfillment segment consists of the DirectSat reporting unit and FTS and WireComm, which comprise the Debtors' broadband cable reporting unit.

(iii) Engineering and Construction

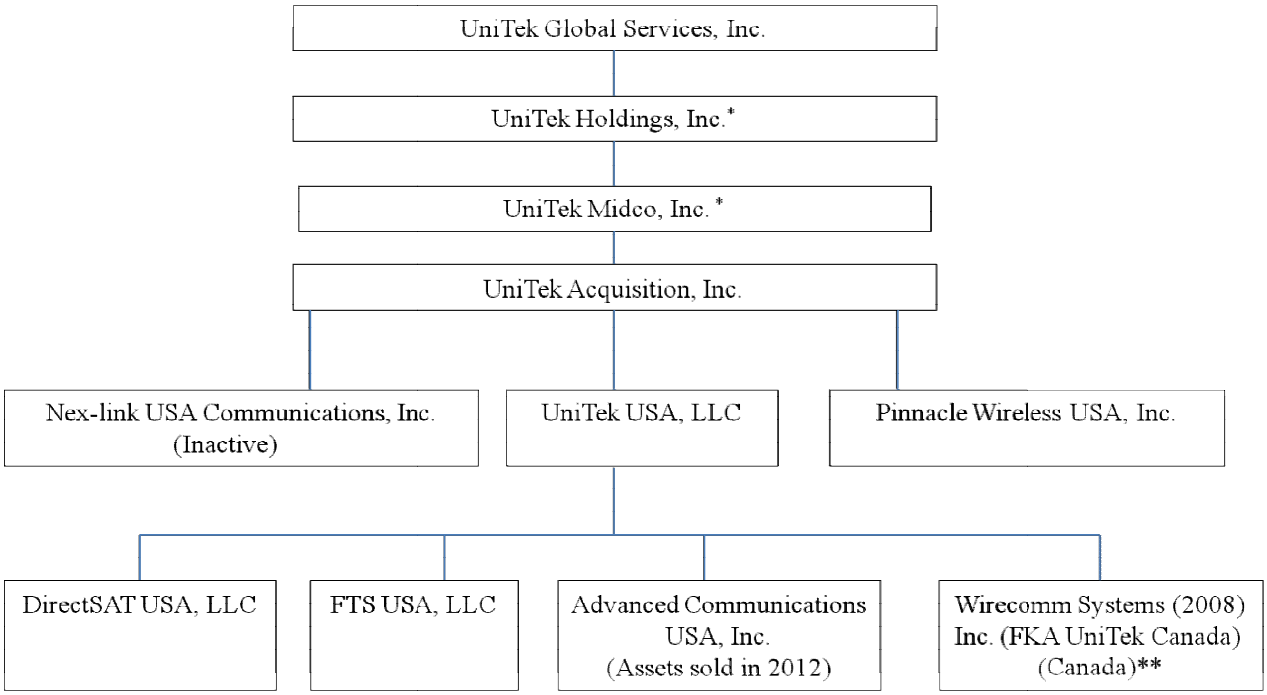
The Debtors are a full-service provider of construction, project management and systems integration services to customers in the wireless telecommunication and public safety industries. The Debtors assemble project teams of engineers and technicians to design and build large wireless infrastructure projects for customers. The Debtors' construction and project management services are designed to improve customers' wireless telecommunications infrastructure and include site acquisition, tower construction, equipment upgrades, radio frequency and network design and transmission base station installation and modification. The Debtors' systems integration services are tailored to large-scale communications projects for transportation, public safety, entertainment, hospitality and enterprise-grade commercial real estate projects. The Debtors provide turnkey solutions that integrate radio system design, the in-building antenna network, and the command and control systems for all subsystems such as spectrum, fiber networks, voice logging and GPS. The Debtors are designing and constructing a number of projects that are critical to public safety. The Debtors' Engineering and Construction segment in 2013 consisted of the wireless reporting unit.

(iv) Financial Data

As of August 23, 2014, the Debtors had consolidated total assets of approximately $221.7 million and consolidated total liabilities of approximately $253.4 million. For the two months ended August 23, 2014, the Debtors and their Affiliates expect to report consolidated revenues of approximately $51.4 million. The Debtors and their Affiliates expect to report consolidated revenues of approximately $221.8 million for the eight fiscal months ended August 23, 2014 compared to $312.3 million for the corresponding period in 2013. The Debtors and their Affiliates expect substantially higher net losses for the eight fiscal months ended August 23, 2014 than the losses for corresponding periods in 2013. The Debtors' interim financial statements as of August 23, 2014 have not been finalized and as such these amounts are subject to change.

B. Corporate Structure

The Debtors' organizational chart is below:



*** These Debtors were dissolved for corporate purposes but have not yet been dissolved for tax purposes.**
**** This entity is not a Debtor in the Chapter 11 Cases.**

C. The Debtors' Prepetition Capital Structure

As of the date hereof, the substantial majority of the Debtors' liabilities consisted of funded debt (i.e., not trade debt) comprised of the Term Loan Facility and the ABL Facility.

(i) ABL Facility

On July 10, 2013, the Debtors entered into the ABL Facility Credit Agreement pursuant to which the ABL Facility Lenders agreed to provide the Debtors with up to $75.0 million of revolving credit loans with a sublimit of $35.0 million for standby Letters of Credit. As discussed below, the ABL Facility Credit Agreement was amended prior to the commencement of the Chapter 11 Cases to allow certain Term Loan Lenders to provide the Debtors with additional loans of $5.0 million pursuant to the ABL Facility Credit Agreement, which amount could, in the sole discretion of such lenders, be increased to up to an aggregate amount (together with such initial loans) of up to

$25.0 million. As of the Petition Date, approximately $8.7 million of the Last Out Loans (as defined in the ABL Facility Credit Documents) under the ABL Facility have been drawn and are outstanding.

(ii) Term Loan Facility

Pursuant to the Term Loan Credit Agreement, the Term Loan Lenders provided the Debtors with a term loan in the original face amount of $100.0 million. UniTek had a right to increase this amount by $20.0 million, which it exercised on May 3, 2012, and a further right to increase this amount by an additional $15.0 million, which it exercised on or about September 14, 2012. In connection with the refinancing of the Debtors' debt in July 2013, the parties, on July 25, 2013, entered into that certain Second Amendment and Limited Waiver to Credit Agreement. In connection with that amendment, UniTek issued to the Term Loan Lenders warrants to purchase 3.8 million shares of UniTek's common stock for $0.01 per share, which warrants were valued at approximately $13.1 million. As discussed below, the Term Loan Credit Agreement was further amended prior to the commencement of the Chapter 11 Cases in connection with certain lenders under the Term Loan Credit Agreement providing additional borrowing capacity to the Debtors under the ABL Facility Credit Agreement.

(iii) Disputed Obligations to Former Owners of Skylink

In September 2012, UniTek acquired substantially all of the assets of Skylink LTD ("Skylink") relating to its business of conducting video, internet and multi-dwelling unit fulfillment and installation for satellite television companies in various markets in Indiana, Ohio and West Virginia. Under the terms of the acquisition, UniTek has an obligation to pay contingent consideration to the former owners of Skylink in a minimum amount of $4.0 million and that UniTek currently estimates to be approximately $7 million as of September 30, 2014. The obligation accrues interest at an amount equal to 10.00% per annum commencing on May 31, 2013. UniTek's obligation to pay this amount is subject to certain conditions, including conditions related to minimum levels of the Debtors' liquidity after giving effect to such payment. The former owners of Skylink have the right to convert this amount into shares of UniTek's common stock, subject to a limit of a maximum of 3,715,915 shares of UniTek's common stock, which amount is equal to 19.9% of the number of shares outstanding as of September 13, 2012, the date of the purchase agreement for the acquisition of Skylink. The conversion price would be calculated based on the 20 days trailing volume-weighted average of the closing prices of the common stock as of the date of the conversion. Any unpaid amounts not so converted would remain payable in cash.

The Debtors dispute the amount and validity of any obligations related to Skylink, and, absent settlement, the Debtors intend to File on the Petition Date an objection to the Claims related to Skylink on numerous grounds, including, but not limited to: (i) the conditions precedent to the Debtors' obligations have not and will never be satisfied; (ii) any such Claims should be recharacterized as Interests; and (iii) any such Claims should be subordinated under section 510 of the Bankruptcy Code or other applicable law. In addition, the Debtors intend to move the Bankruptcy Court to estimate the amount of any such Claims at $0.00. Without limiting the foregoing, the Debtors have classified the Skylink Litigation Claims and Interests in Class 7 Subordinated Claims or, in the alternative, Class 8 Interests; provided, that to the extent the Bankruptcy Court determines any Allowed Skylink Litigation Claim and Interest is not subject to subordination or recharacterization, the Debtors shall treat such Allowed Skylink Litigation Claim and Interest as determined by the Bankruptcy Court in accordance with the cramdown provisions of the Bankruptcy Code.

V. EVENTS LEADING TO THE COMMENCEMENT OF CHAPTER 11 CASES

A. UniTek's Industry and Key Considerations

The satellite and broadband cable television markets are controlled by a small number of large companies, and similarly a few large wireless carriers control a significant portion of the wireless telecommunications market. As a result, the Debtors' businesses have been concentrated with a few large customers. In the Engineering and Construction segment, where the Debtors service customers in the wireless telecommunication and public safety industries, the markets the Debtors serve are competitive and highly fragmented. In these markets, a large number of multinational companies compete for large, national projects, and an even greater number of small, local businesses compete for smaller, one-time projects. Many of the Debtors' competitors are well-established and have larger and better developed networks and systems, longer-standing relationships with customers and suppliers,

greater name recognition and greater financial, technical and marketing resources. These competitors can often subsidize competing services with revenues from other sources and may be able to offer their services at lower prices.

The demand for the Debtors' outsourced infrastructure services is dependent upon the existence of projects with engineering, procurement, construction and management needs. The wireless telecommunications market, which is one of the industries in which the Debtors compete, is particularly cyclical in nature and vulnerable to downturns in the telecommunications industry. During times of economic slowdown, some of the Debtors' customers reduce their capital expenditures. Further, customers, primarily among the Debtors' wireless communications subsidiaries, sometimes defer or cancel pending projects.

In addition to the foregoing, on April 12, 2013, UniTek announced that, as a result of an investigation by the Audit Committee of the Board of Directors, it had determined that several employees of its Pinnacle division had engaged in fraudulent activities that resulted in improper revenue recognition. As a result, UniTek restated the financial results for the interim periods ended March 31, 2012, June 30, 2012 and September 29, 2012, the interim period and fiscal year ended December 31, 2011 and the interim period ended October 1, 2011. Restated financial information as of and for those periods was included in the UniTek's Annual Report on Form 10-K for the year ended December 31, 2012, which was filed with the SEC on August 12, 2013.

The investigation, the restatement and related costs required the Debtors to incur $8.8 million of costs for professional services and consultants during 2013. In addition, in response to tightening liquidity and events of default related to the events discussed above, the Debtors were forced to refinance their indebtedness with the ABL Credit Facility, they incurred a substantially non-cash extinguishment charge of $9.2 million in connection with the refinancing, and they deferred to future periods additional costs of $19.6 million.

The Debtors experienced net losses from continuing operations excluding impairment charges of $26.1 million and $24.6 million in 2013 and 2012, respectively. The Debtors' operating performance in 2014 has been materially worse, including net losses from continuing operations excluding impairment charges of $33.5 million for the eight months ended August 23, 2014. The Debtors' financial performance resulted in defaults under the Term Loan Facility and the ABL Facility**.**

B. The Debtors' Restructuring Efforts

In January 2014, the Debtors retained Stifel, Nicolaus & Company, Incorporated ("SNI"), and its affiliate Miller Buckfire & Co., LLC (together with SNI, "Stifel"), to provide investment banking and related advisory services in pursuit of a merger or acquisition of the Debtors' businesses, as well as other strategic alternatives.

The Debtors worked with Stifel to explore all avenues for a merger or acquisition of the Debtors' business. On behalf of the Debtors, Stifel contacted 117 potential investors through March 2014, and subsequently sent 46 confidential information memoranda detailing the Debtors' businesses and the potential investment opportunity it represented. The Debtors set a deadline for initial, non-binding indications of interest of April 1, 2014 and received six initial non-binding indications of interest. The Debtors, with Stifel, held management meetings with four potential investors in April 2014. The Debtors gave these four parties access to a virtual data room of the Debtors' information on April 21, 2014 and responded to various diligence requests. A result of rumored changes in the Debtors' customer pool, the four potential investors dropped from the process, citing the enhanced risk and uncertainty due to increased customer concentration and UniTek's first quarter performance, among other considerations.

Following the withdrawal of various indications of interest, Stifel explored refinancing and recapitalization opportunities on behalf of the Debtors. Through this effort, by the beginning of the third quarter of 2014, the Debtors received five recapitalization proposals from three parties and one additional acquisition proposal; however, by June 2014, the Debtors were experiencing materially weaker financial and operating performance than was forecast, and, as a result, the remaining interested parties either declined to proceed or were unable to secure adequate financing to refinance or pay down the Debtors' existing debt.

Concurrent with the Debtors' refinancing and recapitalization efforts, in mid-June 2014, with the advice of Stifel, the Debtors approached the Term Loan Lenders and the ABL Facility Lenders to discuss various alternatives

for converting debt to equity. These discussions accelerated in July and August 2014, as a result of diminishing liquidity and defaults under the Term Loan Credit Agreement and the ABL Facility Credit Agreement related to the Debtors' financial and operating performance. Starting on August 8, 2014, the Debtors entered into a series of forbearance agreements (and amendments thereto) with the Term Loan Lenders and ABL Facility Lenders, and on August 13, 2014, the Debtors entered into further amendments to the ABL Credit Agreement and the Term Loan Credit Agreement, which, among other things, provided the Debtors with much needed additional funding. On August 13, 2014, the Debtors also hired FTI Consulting ("FTI") to serve as financial advisors, and the Debtors, Stifel and FTI worked in earnest with the Term Loan Lenders and the ABL Facility Lenders on a comprehensive restructuring of the Debtors' capital structure on the terms embodied in the Plan attached hereto as **Exhibit A**.

C. Plan Support Agreement and Solicitation

On or about October 17, 2014, the Debtors, the ABL Facility Agent, DIRECTV, LLC and certain of the Term Loan Lenders (collectively, the "Plan Support Parties") entered into a Plan Support Agreement (the "Plan Support Agreement") pursuant to which the Plan Support Parties agreed to support confirmation of the Plan on the schedule described in the Plan Support Agreement. Pursuant to the terms of the Plan Support Agreement, the Debtors intend to file a motion seeking approval of and authority to assume the Plan Support Agreement as a First Day Motion (as defined below), and a copy of the Plan Support Agreement will be attached as an exhibit to such motion.

On or about October 21, 2014, prior to filing the Chapter 11 Cases, the Debtors caused a copy of the Plan, this Disclosure Statement, and the appropriate Ballots to be delivered to the Holders of Claims in Classes 3, 4 and 5, the Holders of Claims entitled to vote to accept or reject the Plan. The Debtors established November 3, 2014 at 11:00 a.m. (prevailing Eastern Time) as the deadline for the receipt of votes to accept or reject the Plan. On the Petition Date, along with the Plan and this Disclosure Statement, the Debtors intend to File a motion seeking approval of the adequacy of this Disclosure Statement, approval of the Solicitation Package and Confirmation of the Plan.

VI. SUMMARY OF THE PLAN[6]

A. General Basis for the Plan

The Debtors have determined that prolonged chapter 11 cases could damage severely their ongoing business operations and may threaten their viability as a going concern. Consequently, the Debtors submit that the prepackaged nature of the Plan (as set forth in the Plan and described herein) will allow the Debtors to exit chapter 11 quickly, while deleveraging their capital structure and securing long term financing commitments.

Under the Plan, the Debtors will deleverage the Debtors' balance sheet by approximately $90 million, excluding original issuance discount costs. After emergence from chapter 11, the only funded debt obligations with recourse to the Reorganized Debtors will consist of the New First Lien Debt Facility and the New UniTek Debt. The Plan proposes to pay all Allowed General Unsecured Claims in full in Cash either on the Effective Date or in the ordinary course of business and in accordance with prior custom and practice established between the Debtors and the Holders of such Claim after the Debtors' chapter 11 emergence.

[6] This Section VI is intended only to provide a summary of the key terms, structure, classification, treatment, and implementation of the Plan, and is qualified in its entirety by reference to the entire Plan and exhibits thereto. Although the statements contained in this Disclosure Statement include summaries of the provisions contained in the Plan and in documents referred to therein, this Disclosure Statement does not purport to be a precise or complete statement of all such terms and provisions, and should not be relied on for a comprehensive discussion of the Plan. Instead, reference is made to the Plan and all such documents for the full and complete statements of such terms and provisions. The Plan itself (including attachments) will control the treatment of creditors and equity holders under the Plan. To the extent there are any inconsistencies between this Section VI and the Plan (including attachments), the Plan will govern.

B. Treatment of 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 of the Plan.

(i) Administrative Claims

(a) 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 Article II.A of the Plan, 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.

(b) 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.

(c) Professional Compensation

(i) 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.

(ii) 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 when such Claims are Allowed by a Final Order. Allowed Accrued Professional Compensation Claims shall be paid first 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.

(iii) 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, however, 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.

(iv) 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.

(ii) 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 non-bankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code, payable on the Effective Date or as soon as practicable thereafter; (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 non-bankruptcy 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.

(iii) 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.

C. Classification and Treatment of Claims and Interests

(i) 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 Article III of the Plan. 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.

(ii) 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:

SUMMARY OF PLAN TREATMENT AND EXPECTED RECOVERIES			
Class	**Claim/Interest**	**Treatment of Claim/Interest**	**Projected Recovery Under the Plan**
1	Priority Non-Tax Claims	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.	100%
2	Other Secured Claims	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.	100%
3	Senior ABL Facility Claims	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	100%

		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;[7] 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.[8] 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.	
4	Junior ABL Facility Claims	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.	100%
5	Term Loan Claims	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	65.4%

[7] First Lien Rollover Ratio is defined in the Plan to mean: the number equal to (a) the total amount of the Tranche B New First Lien Debt Facility divided by (b) 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.

[8] UniTek Rollover Ration is defined in the Plan to mean: the number equal to one minus the First Lien Rollover Ratio.

		Term Loan Claims, each Holder of an Allowed Term Loan Claim shall receive 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 HoldCo 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. 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.	
6	General Unsecured Claims	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.	100%
7	Subordinated Claims	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.	0%
8	Interests (Other than	Holders of Interests (other than Intercompany Interests) shall not	0%

	Intercompany Interests)	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.	

D. Means for Implementation of the Plan

(i) Sources of Cash for Plan Distributions

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

(ii) 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.

(iii) 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.

(iv) 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 under the Plan 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.

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.

(v) 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.

(vi) 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.

(vii) 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 UnitTek 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.

(viii) 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 and the Separation of Business Transactions in the preceding section) 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 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.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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 be appointed by the Required Term Loan Consenting Lenders (who will be the majority holders of the New UniTek Interests, 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). 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.

(xiv) 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.

(xv) 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.

(xvi) 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.

(xvii) 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.

(xviii) 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).

(xix) 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 of the Plan, 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.

(xx) Intercompany Interests

Except as otherwise set forth in the Plan, 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.

(xxi) Intercompany Claims

Notwithstanding anything in the 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.

E. Conditions Precedent to Confirmation and Consummation of the Plan

(i) 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 of the Plan:

(a) 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.

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

(c) All actions, documents, certificates, and agreements necessary to implement the 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.

(d) 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.

(e) Reorganized UniTek and the Holders of Allowed Term Loan Claims shall have executed the New Stockholders Agreement.

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

(g) All fees and expenses of (i) the ABL Facility Agent and ABL Facility Lenders, including, without limitation, the fees and expenses of counsel to the ABL Facility Agent and ABL Facility Lenders, (ii) the Specified Term Lenders

including, without limitation, the fees and expenses of counsel to the Term Loan Consenting Lenders and (iii) the Term Loan Agent, subject to the provisions of Section III.C.5 of the Plan, shall have been paid in full in Cash.

(ii) Waiver of Conditions

The conditions to Consummation set forth in Article IX of the Plan 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.

(iii) 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: (a) constitute a waiver or release of any claims or Causes of Action by the Debtors, any Holders, or any other Entity; (b) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

F. Settlement, Release, Injunction and Related Provision

(i) 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 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.

(ii) 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: (a) a Proof of Claim based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) 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.

(iii) 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.

(iv) 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, the Restructuring Transactions (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 Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions (including the Separation of Businesses 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.

(v) 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, the Restructuring Transactions (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 Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions (including the Separation of Businesses 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.

(vi) 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 Support Agreement, the Plan, the Plan Supplement, the Restructuring Transactions (including the Separation of Businesses 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.

(vii) 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 OF THE PLAN, 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 OF THE PLAN.

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 OF THE PLAN, DISCHARGED PURSUANT TO ARTICLE VIII.B OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F OF THE PLAN 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 IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT THERETO 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 IN THE PLAN, 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.

(viii) 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.

(ix) 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.

VII. ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

In order to facilitate the Chapter 11 Cases and minimize disruption to the Debtors' operations, the Debtors will seek certain relief, including but not limited to, the relief summarized below. The relief sought will facilitate the administration of the Chapter 11 Cases, however, there is no guarantee that the Bankruptcy Court will grant any or all of the requested relief.

A. Voluntary Petitions

The following entities of the Debtors, with the last four digits of each Debtor's federal taxpayer-identification number, will File chapter 11 bankruptcy petitions on the Petition Date commencing the

Chapter 11 Cases: 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).

B. Expected Timetable of the Chapter 11 Cases

The Debtors expect the Chapter 11 Cases to proceed quickly and will use commercially reasonable efforts to confirm and consummate the Plan within 30 to 45 days after the Petition Date.

The Debtors cannot assure you, however, that the Bankruptcy Court will enter various orders on the timetable anticipated by the Debtors. On the Petition Date, the Debtors will promptly request the Bankruptcy Court to set a hearing date to approve this Disclosure Statement and to confirm the Plan by no later than December 4, 2014. If the Plan is confirmed, the Effective Date of the Plan is projected to be as soon as practicable after the date the Bankruptcy Court enters the Confirmation Order and the other conditions to consummation of the Plan set forth in Article IX.A and Article IX.B of the Plan are satisfied or waived (to the extent permitted under the Plan and applicable law). Should these projected timelines prove accurate, the Debtors could emerge from protection under chapter 11 within approximately 30 to 45 days of the Petition Date.

C. First Day Relief

The Debtors intend to present certain motions (the "First Day Motions") to the Bankruptcy Court on the Petition Date seeking relief. The First Day Motions may include, but are not necessarily limited to, the following:

(i) Approval of Solicitation Procedures and Scheduling of Confirmation Hearing

To expedite the Chapter 11 Cases, the Debtors intend to seek an immediate order setting dates for a combined hearing to (a) approve the adequacy of the Disclosure Statement, (b) approve the procedures for the Solicitation and (c) confirm the Plan. The Debtors will seek the earliest possible date permitted by the applicable rules and the Bankruptcy Court's calendar for such hearing.

(ii) DIP Financing Motion and Use of Cash Collateral

The Debtors will seek authority to use cash collateral and to access the DIP Facility on the terms described in the DIP Facility Term Sheet in order to ensure adequate financing for their business operations and chapter 11 related costs and expenses.

(iii) Cash Management System

The Debtors will seek authority to maintain their prepetition Cash management systems after commencement of the Chapter 11 Cases, including Intercompany transfers and use of the Debtors' bank accounts. The Debtors will also seek to accord administrative priority status to claims with respect to any Intercompany transactions. This will facilitate the efficient operation of the Debtors by not requiring them to make artificial adjustments within their complex Cash management system.

(iv) Wages

The Debtors will seek authority to pay all employees their wage Claims in the ordinary course of business. Additionally, the Debtors intend to continue all their prepetition benefit programs, including, among others, the medical, dental, 401(k), and severance plans to the extent applicable. This relief will allow the Debtors to maintain employee morale and prevent costly distractions and retention issues.

(v) Insurance

The Debtors will seek authority to pay certain liability, property, and other insurance in the ordinary course of business and maintain financing of certain of their insurance premiums. Failure to maintain and renew certain of these policies could impose personal liability on the Debtors' officers if they are not paid. Thus, in order to prevent

costly distractions to key management employees, the Debtors will seek authority to pay those insurance premiums in the ordinary course of business. The Debtors will also seek approval of specific insurance agreements and language described in detail in Article V(D) of the Plan.

(vi) Taxes

The Debtors will seek authority to pay certain sales, use, franchise, and other taxes in the ordinary course of business. Certain of these taxes impose personal liability on the Debtors' officers if they are not paid. Thus, in order to prevent costly distractions to key management employees, the Debtors will seek authority to pay those taxes in the ordinary course of business.

(vii) Trade Vendors and Other Unsecured Creditors

The Debtors will seek an order from the Bankruptcy Court authorizing the payment of certain Claims of vendors and certain other unsecured creditors, including certain Claims that arose before the Petition Date, as they become due in the ordinary course of business, subject to the continuation of ordinary trade terms.

(viii) Utilities

The Debtors will seek an order from the Bankruptcy Court (a) determining that the Debtors' utility providers are adequately protected, (b) approving the Debtors' proposed adequate assurance, (c) prohibiting utility providers from altering, refusing, or discontinuing services and (d) determining that the Debtors are not required to provide any additional adequate assurance pending entry of a final order. The Debtors believe that uninterrupted utility services are essential to the Debtors' ongoing operations and, therefore, to the success of the Debtors' reorganization.

(ix) Equity and Debt Trading Motion

The Debtors reserve the right to seek an order from the Bankruptcy Court (a) authorizing the Debtors to establish notification and hearing procedures regarding the transfers of, or declarations of worthlessness for federal or state tax purposes, with respect to common stock in UniTek or of any beneficial interest therein and certain debt securities of the Debtors, (b) requiring compliance with such procedures before trades or transfers of such securities or declarations of worthlessness become effective and (c) ordering that any transfer or declaration of worthlessness in violation of the proposed notification and hearing procedures will be void *ab initio*. The Debtors believe that this relief will protect and preserve the Debtors' valuable tax attributes, ultimately benefitting all stakeholders.

(x) Other Procedural Motions and Professional Retention Applications

The Debtors also plan to File several procedural motions that are standard in Chapter 11 Cases, as well as applications to retain the various Professionals who will be assisting the Debtors during these Chapter 11 Cases.

(xi) Plan Support Agreement

The Debtors also plan to File a motion for approval of or authority to assume the Plan Support Agreement.

VIII. PROJECTED FINANCIAL INFORMATION

As further discussed in Article XI.C of this Disclosure Statement, the Debtors believe the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. In connection with soliciting and seeking Confirmation of the Plan, and for purposes of determining whether the Plan satisfies the feasibility standards, the Debtors' management has developed the Financial Projections.

The Debtors make statements in this Disclosure Statement that are considered forward-looking statements under the federal securities laws. Statements concerning these and other matters are not guarantees of the Debtors'

future performance. Such forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made and involve known and unknown risks, uncertainties, and other unknown factors that could impact the Debtors' restructuring plans or cause the actual results of the Debtors to be materially different from the historical results or from any future results expressed or implied by such forward-looking statements. In addition to statements which explicitly describe such risks and uncertainties, readers are urged to consider statements labeled with the terms "believes," "belief," "expects," "intends," "anticipates," "plans," or similar terms to be uncertain and forward-looking. There can be no assurance that the restructuring transaction described in the Disclosure Statement will be consummated. Creditors and other interested parties should read the following section entitled "Risk Factors" for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors. The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

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

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in this Disclosure Statement and the Plan.

Creditors and other interested parties should read the following section entitled "Risk Factors" of this Disclosure Statement for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

IX. RISK FACTORS

There are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project and the Debtors undertake no obligation to update any such statement. These risks, uncertainties and factors include:

- the Debtors' ability to develop, confirm and consummate the Plan;
- the Debtors' ability to reduce their overall financial leverage and the risks associated with operating businesses in the Chapter 11 Cases;
- the applicable Debtors' ability to comply with the terms of the New First Lien Debt Facility;
- customer response to the Chapter 11 Cases;
- inability to have Claims discharged/settled during the Chapter 11 Cases;
- general economic, business and market conditions;
- interest rate fluctuations;
- the Debtors' ability to generate sufficient revenues or cash flow to meet their operating needs or other obligations;
- financial conditions of the Debtors' customers;
- adverse tax changes;
- limited access to capital resources;
- other uncertainties in starting up new operations, including, the Debtors' ability to hire and retain qualified employees;
- the Debtors' operational strategy, which differs from that of many existing local competitors;
- the Debtors' ability to extend credit to, and collect

- exposure to litigation, including with respect to potential Subordinated Claims;
- the Debtors' insurance coverage, which may not be available or sufficient to cover losses that the Debtors could suffer;
- intellectual property claims;
- a long and protracted restructuring could adversely impact the Debtors' management and otherwise adversely affect the Debtors' businesses;
- the Debtors may not be able to settle certain creditor claims for the amounts or the consideration anticipated;
- the Debtors' operating history may not be sufficient for investors to evaluate the Debtors' businesses and prospects;
- any future effects as a result of the pendency of the Chapter 11 Cases;
- the Debtors' expected future financial position, liquidity, results of operations, profitability, and cash flows may not meet the Financial Projections;
- the Debtors may incur significant costs and liabilities as a result of regulations that govern their operations;
- future legislative and regulatory developments at both the federal and state level could materially increase the Debtors' operating costs and/or adversely affect their competitive position;
- a terrorist attack or armed conflict could harm the Debtors' businesses;
- failure to establish and maintain effective internal control over financial reporting;
- regulatory compliance costs and restrictions could impair the Debtors' businesses;
- the Debtors' dependence on third-party vendors on location while providing services to their customers could result in operational delays and subsequent declines in revenues;
- new technology may cause the Debtors to become less competitive;
- the Debtors' future financial results could be adversely impacted by asset impairments or other charges;
- the Debtors may be subject to Claims for personal receivables from, their credit players;
- intense existing and future competition;
- a substantial portion of the Debtors' revenue is generated from a limited number of customers, including most importantly DIRECTV, and, if the Debtors' relationships with such customers were harmed, it is unlikely that the Debtors could continue as a going concern;
- many of the Debtors' relationships with customers, including DIRECTV, and suppliers are terminable at will on short notice, and the loss of any of significant customers or suppliers could have an adverse effect on the Debtors' results of operations;
- the Debtors are dependent on entering into additional service contracts and/or developing their spot market business to grow their business;
- the Debtors may have difficulty managing growth in their businesses, which could adversely affect their financial condition and results of operations;
- the Debtors may be unable to maintain pricing on core services;
- the Debtors' ability to access the credit and capital markets on commercially reasonable terms may be adversely affected by factors beyond their control;
- the Debtors' inability to control the inherent risks of acquiring and integrating businesses in the future could adversely affect their operations;
- the Debtors may not be successful in implementing technology development and enhancements;
- the Debtors depend on the services of key executives and key employees, the loss of whom could materially harm their businesses;
- the Debtors may be unable to employ a sufficient number of skilled and qualified workers;
- the Debtors may be adversely impacted by work stoppages or other labor matters;
- the Debtors could become subject to product liability Claims, which could be time-consuming and costly to defend;
- the Debtors' business involves certain operating risks and the Debtors' insurance may not be adequate to cover all losses or liabilities that the Debtors might incur in their operations; and
- other factors, risks and uncertainties detailed from

injury and property damage;	time to time in the Debtors' previous SEC filings and elsewhere in the Disclosure Statement.

Holders of Claims should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors, they should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. Risks Relating to Bankruptcy

(i) Parties in interest may object to the Plan's classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(ii) The Debtors may not be able to obtain Confirmation of the Plan.

In the event that votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. The Debtors can give no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims and Allowed Interests as those proposed in the Plan.

Alternatively, if the requisite acceptances of the Plan are received, the Debtors intend to seek Confirmation of the Plan by the Bankruptcy Court. If the requisite acceptances of the Plan are not received, the Debtors may nevertheless seek Confirmation of the Plan notwithstanding the dissent of certain Classes of Claims. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code if the Plan satisfies section 1129(b) of the Bankruptcy Code. To confirm a plan over the objection of a dissenting class, the Bankruptcy Court also must find that at least one Impaired class (which cannot be an "insider" class) has accepted the Plan.

Even if the requisite acceptances of a proposed plan are received, the Bankruptcy Court is not obligated to confirm the plan as proposed. A dissenting Holder of a Claim against the Debtors could challenge the balloting procedures as not being in compliance with the Bankruptcy Code, which could mean that the results of the balloting may be invalid. If the Bankruptcy Court determined that the balloting procedures were appropriate and the results were valid, the Bankruptcy Court could still decline to confirm the Plan, if the Bankruptcy Court found that any of the statutory requirements for confirmation had not been met.

If the Plan is not confirmed by the Bankruptcy Court, (a) the Debtors may not be able to reorganize their businesses; (b) the distributions that Holders of Claims ultimately would receive, if any, with respect to their Claims is uncertain; and (c) there is no assurance that the Debtors will be able to successfully develop, prosecute, confirm, and consummate an alternative plan that will be acceptable to the Bankruptcy Court and the Holders of Claims. It is also possible that third parties may seek and obtain approval from the Bankruptcy Court to terminate or shorten the exclusivity period during which only the Debtors may propose and seek to confirm a plan of reorganization.

(iii) The conditions precedent to the Effective Date of the Plan may not occur.

As more fully set forth in the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place.

It is a condition precedent to the Effective Date of the Plan that the New First Lien Debt Facility has closed. To the extent that the Debtors are unable to satisfy the conditions precedent to closing the New First Lien Debt

Facility or obtain the financing contemplated by the New First Lien Debt Facility, they may not be able to exit the Chapter 11 Cases.

(iv) The Debtors may not be able to achieve their projected financial results.

The Financial Projections set forth in **Exhibit D** to this Disclosure Statement represent the Debtors' management's best estimate of the Debtors' future financial performance based on currently known facts and assumptions about the Debtors' future operations as well as the U.S. and world economy in general and the industry segments in which the Debtors operate in particular. The Debtors' actual financial results may differ significantly from the Financial Projections. If the Debtors do not achieve their projected financial results, the value of the New UniTek Interests may be negatively affected and the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

(v) Certain tax implications of the Debtors' Chapter 11 Cases.

Holders of Allowed Claims should carefully review Article XIII herein, "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and these Chapter 11 Cases may adversely affect the Reorganized Debtors.

(vi) The Debtors' emergence from chapter 11 is not assured.

While the Debtors expect to emerge from chapter 11, the Debtors can give no assurance that they will successfully reorganize or when this reorganization will occur, irrespective of the Debtors' obtaining Confirmation of the Plan.

(vii) The Debtors may fail to satisfy solicitation requirements.

Section 1126(b) of the Bankruptcy Code provides that the holder of a claim against, or equity interest in, a debtor who accepts or rejects a plan of reorganization before the commencement of a chapter 11 case is deemed to have accepted or rejected such plan under the Bankruptcy Code so long as the solicitation of such acceptance was made in accordance with applicable non-bankruptcy law governing the adequacy of disclosure in connection with such solicitations, or, if such laws do not exist, such acceptance was solicited after disclosure of "adequate information," as defined in section 1125 of the Bankruptcy Code.

In addition, Bankruptcy Rule 3018(b) states that a holder of a claim or equity interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the Bankruptcy Court finds that the plan was not transmitted to substantially all creditors and equity security holders of the same class, that an unreasonably short time was prescribed for such creditors and equity security holders to accept or reject the plan, or that the solicitation was not in compliance with section 1126(b) of the Bankruptcy Code.

To satisfy the requirements of section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b), the Debtors are attempting to deliver this Solicitation and Disclosure Statement to all Holders of Claims in Classes 3, 4 and 5 as of the Voting Record Date. In that regard, the Debtors believe that the solicitation of votes to accept or reject the Plan is proper under applicable non-bankruptcy law, rules and regulations. The Debtors cannot be certain, however, that the solicitation of acceptances or rejections will be approved by the Bankruptcy Court, and if such approval is not obtained, the confirmation of the Plan could be denied. If the Bankruptcy Court were to conclude that the Debtors did not satisfy the solicitation requirements, then the Debtors may seek to resolicit votes to accept or reject the Plan or to solicit votes to accept or reject the Plan from one or more Classes that were not previously solicited. The Debtors cannot provide any assurances that such a resolicitation would be successful.

(viii) The Debtors may have to resolicit.

The Debtors may need to seek to resolicit votes to accept or reject the Plan if, among other things, (a) the Debtors failed to receive the requisite votes for Confirmation, (b) the Debtors made changes to the terms of the Plan

that constituted material changes under section 1127 of the Bankruptcy Code, (c) the Debtors waived a material condition to Confirmation, (d) the Bankruptcy Court concluded that the Debtors did not satisfy the solicitation requirements of 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) or (e) the Bankruptcy Court denied the First Day Motion seeking approval of the adequacy of this Disclosure Statement. If the Debtors resolicit acceptances of the Plan from parties entitled to vote thereon, Confirmation of the Plan could be delayed and possibly jeopardized. Nonconfirmation of the Plan could result in an extended chapter 11 proceeding, during which time the Debtors could experience significant deterioration in their relationships with trade vendors and major customers.

(ix) The Debtors may not be able to confirm and consummate the Plan quickly.

The Debtors may not be able to confirm and consummate the Plan quickly if, among other things, the Effective Date is significantly delayed due to the Debtors' need to resolicit the Plan or if there are significant objections to the Plan that otherwise require the Bankruptcy Court to adjourn the Confirmation Hearing to allow the Debtors sufficient time to address the objections and, if necessary, amend the Plan, Plan Supplement or other restructuring documents or File responses to objecting parties' concerns with respect to the Plan.

B. Risks Related to the Debtors' and Reorganized Debtors' Businesses and Plan Securities

(i) Indebtedness may adversely affect the Reorganized Debtors' operations and financial condition.

According to the terms and conditions of the Plan, upon the Effective Date, the Reorganized Debtors will have outstanding indebtedness of approximately $115 million under the New First Lien Debt Facility, and Reorganized UniTek will have outstanding indebtedness of approximately $0 million on account of the New UniTek Debt. These amounts are subject to modification prior to the Effective Date according to the terms of the Plan, depending on the Debtors' operating cash flow, professional fees and expenses (including Accrued Professional Compensation Claims), and operational restructuring expenses, among other considerations.

The Reorganized Debtors' ability to service their debt obligations will depend, among other things, upon their future operating performance. These factors depend partly on economic, financial, competitive and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to generate sufficient Cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

Any default under the New First Lien Debt Facility or the New UniTek Debt could adversely affect their growth, financial condition, results of operations, the value of their equity and ability to make payments on such debt. The Reorganized Debtors may incur significant additional debt in the future. If current debt amounts increase, the related risks that the Reorganized Debtors now face will intensify.

(ii) The New First Lien Debt Facility may contain certain restrictions and limitations that could significantly affect the Reorganized Debtors' ability to operate their businesses, as well as significantly affect their liquidity.

The New First Lien Debt Facility Credit Agreement may contain a number of significant covenants that could adversely affect the Reorganized Debtors' ability to operate their businesses, as well as significantly affect their liquidity, and therefore could adversely affect the Reorganized Debtors' results of operations. These covenants may restrict (subject to certain exceptions) the Reorganized Debtors' ability to incur additional indebtedness; grant liens; consummate mergers, acquisitions consolidations, liquidations and dissolutions; sell assets; pay dividends and make other payments in respect of capital stock; make capital expenditures; make investments, loans and advances; make payments and modifications to subordinated and other material debt instruments; enter into transactions with affiliates; consummate sale-leaseback transactions; change their fiscal year; and enter into hedging arrangements (except as otherwise expressly permitted). In addition, the Reorganized Debtors may be required to maintain a minimum interest coverage ratio and a maximum leverage ratio.

The breach of any covenants or obligations in the New First Lien Debt Facility Credit Agreement, not otherwise waived or amended, could result in a default of the New First Lien Debt Facility Credit Agreement and could trigger acceleration of certain obligations thereunder. Any default of the New First Lien Debt Facility Credit Agreement could adversely affect the Reorganized Debtors' growth, financial condition, results of operations, and ability to make payments on debt.

(iii) The Debtors generate a substantial portion of revenue from a limited number of customers and, if the Debtors' relationships with such customers were harmed, it is unlikely that the Debtors could continue as a going concern.

During the year ended December 31, 2013, the Debtors' three largest customers accounted for over 74% of the Debtors' revenues. The Debtors' contracts with their major customers, including DIRECTV, give the customers the right to either terminate their contract, or reduce the amount of work that the Debtors will perform under their contract, on relatively short notice, with or without cause. If DIRECTV or any of the Debtors' largest customers were to terminate their contract with the Debtors or reduce the Debtors' services thereunder, the Debtors may not be able to continue as a going concern.

(iv) The Debtors' future revenue is subject to reduction and potential cancellation.

The Debtors' future revenue consists of uncompleted portions of services to be performed under job-specific contracts and the estimated value of future services that the Debtors' expect to provide under master service agreements and other contracts, which in most cases, including in the case of the Debtors' master services agreement with DIRECTV, can be terminated or cancelled on short notice, with or without cause. In many instances, the Debtors' customers are not contractually committed to procure specific volumes of services under a contract. If DIRECTV or any of the Debtors' largest customers were to terminate their master services agreement with the Debtors, the Debtors' future revenue would be significantly and negatively impacted.

(v) The Debtors anticipate litigation with Skylink about its Claims that may result in a greater Allowed Claim that would jeopardize the Restructuring Transactions.

The Debtors dispute the amount and validity of any obligations related to Skylink, and, absent settlement, the Debtors intend to File on the Petition Date an objection to the Claims related to Skylink on numerous grounds. If the Debtors are unable to reach a settlement with Skylink or if the anticipated litigation does not significantly reduce the amount of Skylink's Claim, the Debtors' restructuring would be hindered because Skylink's Allowed Claim would be greater than anticipated, thereby jeopardizing the Restructuring Transactions contemplated under the Plan.

(vi) If the Debtors lose key executive officers, the Debtors' business could be disrupted and the Debtors' financial performance could suffer.

The Debtors' businesses depend upon the efforts, abilities and expertise of the Debtors' executive officers. The Debtors are implementing a multifaceted strategy to mitigate the risk and cost of losing such executive officers. To the extent certain executive officers cease employment with the Debtors and the Debtors are unable to mitigate the resulting costs, the Debtors' businesses could be impacted.

(vii) The Debtors' businesses, financial condition, and results of operations could be materially adversely affected by the occurrence of natural disasters, such as hurricanes, or other catastrophic events, including war and terrorism.

Natural disasters, such as hurricanes, floods, fires, and earthquakes could have a significant adverse effect on the Debtors' businesses, financial condition, and results of operations. The Debtors cannot predict the extent to which such events may affect them, directly or indirectly, in the future. The Debtors also cannot ensure that they will be able to obtain any insurance coverage with respect to occurrences of terrorist acts and any losses that could result from these acts.

The prolonged disruption at any of the Debtors' property due to natural disasters, terrorist attacks, or other catastrophic events could adversely affect the Debtors' businesses, financial condition and results of operations.

(viii) The value of the New UniTek Interests may be adversely affected by a number of factors.

The value of the New UniTek Interests may be adversely affected by a number of factors, including many of the risks described in this Disclosure Statement. If, for example, the Reorganized Debtors fail to comply with the covenants in the New First Lien Debt Facility Credit Agreement, resulting in an event of default thereunder, certain of the Reorganized Debtors' outstanding indebtedness could be accelerated, which could have a material adverse effect on the value of the New UniTek Interests.

(ix) The New UniTek Interests will be junior to the New First Lien Debt Facility and the New UniTek Debt.

The Reorganized Debtors' existing and future indebtedness under the New First Lien Debt Facility Credit Agreement and New UniTek's indebtedness under the New UniTek Debt will rank senior to the New UniTek Interests as to rights upon any foreclosure, dissolution, winding up, liquidation or reorganization, or other bankruptcy proceeding. In the event of any distribution or payment of the Reorganized Debtors' assets in any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding, the Reorganized Debtors' creditors will have a superior Claim and Interest, as applicable, to the Interests of the Holders of the New UniTek Interests. If any of the foregoing events occur, there can be no assurance that there will be assets in an amount significant enough to warrant any distribution in respect of the New UniTek Interests.

(x) There may be risks related to the issuance of New UniTek Interests.

The Debtors have not filed a registration statement under the Securities Act or any other federal or state securities laws with respect to the issuance of the New UniTek Interests. 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 (or "blue sky" laws), as well as on section 1145 of the Bankruptcy Code, to exempt from registration under the Securities Act and any applicable state securities laws the offer and sale of the New UniTek Interests. 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. Section 1145 exempts from registration the sale of a debtor's securities under a chapter 11 plan if such securities are offered or sold in exchange for a claim against, or equity interest in, or a claim for an administrative expense in a case concerning, such debtor. In reliance upon this exemption, the issuance of the New UniTek Interests will generally be exempt from the registration requirements of the Securities Act. Accordingly, recipients will be able to resell the New Equity Interest without registration under the Securities Act or other federal securities laws, unless the recipient is an "underwriter" with respect to such securities, within the meaning of section 1145(b) of the Bankruptcy Code. Section 1145(b) of the Bankruptcy Code defines "underwriter" as one who (a) purchases a claim with a view to distribution of any security to be received in exchange for the claim, or (b) offers to sell securities issued under a plan for the holders of such securities, or (c) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution, or (d) is an "issuer" of the relevant security, as such term is used in Section 2(11) of the Securities Act.

Notwithstanding the foregoing, statutory underwriters may be able to sell securities without registration pursuant to the non-exclusive safe harbors provided in Rule 144 and/or Rule 144A under the Securities Act. Parties that believe that they may be statutory underwriters as defined in section 1145(b) of the Bankruptcy Code are advised to consult with their own counsel as to the availability and requirements of the non-exclusive exemptions provided by Rule 144 and Rule 144A.

As the New UniTek Interests is expected to each be held by fewer than 300 holders, the Debtors anticipate that they will be able, and they intend immediately upon the Effective Date, to suspend its reporting obligations under the Exchange Act. As a result, the Reorganized Debtor will not be obligated to file periodic or other reports

with the SEC following such suspension. The governing documents of Reorganized UniTek may include restrictions on transfer of the New UniTek Interests intended to ensure that the New UniTek Interests do not become held by such number of persons as would require any Reorganized Debtor to continue or resume filing periodic or other reports pursuant to the Exchange Act.

The Debtors can give no assurance that any market for the New UniTek Interests will develop or be sustained. If an active market does not develop or is not sustained, the market price and liquidity of the New UniTek Interests may be adversely affected. The liquidity of any market for the New UniTek Interests will depend on a number of factors, including, without limitation:

- the number of holders of the New UniTek Interests;
- the Reorganized Debtors' operating performance and financial condition;
- the market for similar securities;
- the Reorganized Debtors' credit rating; and
- the interest of securities dealers in making a market in the New UniTek Interests.

X. CONFIRMATION OF THE PLAN

A. Requirements for Confirmation of the Plan

Among the requirements for the Confirmation of the Plan are that the Plan (i) is accepted by all impaired Classes of Claims, or if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (ii) is feasible; and (iii) is in the "best interests" of Holders of Claims.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the necessary statutory requirements of chapter 11; (ii) the Debtors have complied or will have complied with all of the necessary requirements of chapter 11; and (iii) the Plan has been proposed in good faith.

B. Best Interests of Creditors/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a Bankruptcy Court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (i) has accepted the plan or (ii) will receive or retain under the plan property of a value that is not less than the amount that such holder would receive or retain if the debtor liquidated under chapter 7.

The Debtors have attached hereto as **Exhibit C** a liquidation analysis prepared by the Debtors' management with the assistance of FTI.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of the plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtors, or any successor to the debtors (unless such liquidation or reorganization is proposed in the plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors prepared the Financial Projections, as set forth on **Exhibit D** attached hereto.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required.[9]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of allowed claims in that class, counting only those claims that ***actually*** voted to accept or to reject the plan. Thus, a Class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number actually voting cast their Ballots in favor of acceptance.

E. Confirmation without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a Bankruptcy Court to confirm a plan even if all impaired classes have not accepted it, provided that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cramdown," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke or withdraw the Plan or any Plan Supplement document, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

(i) No Unfair Discrimination

This test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, Bankruptcy Courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy Courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

(ii) Fair and Equitable Test

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in such class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured such that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation of the Plan.

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[9] A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

F. Valuation of the Debtors

See **Exhibit D** of this Disclosure Statement for a valuation analysis of the Reorganized Debtors, which was performed and prepared by Miller Buckfire.

XI. CERTAIN SECURITIES LAW MATTERS

A. Plan Securities

The Plan provides for the Holders of Allowed Claims in Class 5 (Term Loans Claims) to receive New UniTek Interests (the "Plan Securities").

The Debtors believe that the Plan Securities constitute "securities," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and all applicable state Blue Sky Laws. The Debtors further believe that the offer and sale of the Plan Securities pursuant to the Plan are, and subsequent transfers of the New UniTek Interests by the holders thereof that are not "underwriters," as defined in Section 2(a)(11) of the Securities Act and in the Bankruptcy Code, will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code and applicable state Blue Sky Laws.

B. Issuance and Resale of Plan Securities under the Plan

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

The Debtors believe that, subject to certain exceptions described below, 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. 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. 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 Class 5 Term Loan Claim 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 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.

To the extent that the issuance of the Plan Securities is covered by section 1145 of the Bankruptcy Code, the Plan Securities may be resold without registration under the Securities Act or other federal securities laws, unless the holder is an "underwriter" (as discussed below) with respect to such securities, as that term is defined in

section 2(a)(11) of the Securities Act and in the Bankruptcy Code. In addition, Plan Securities governed by section 1145 of the Bankruptcy Code generally may be able to be resold without registration under applicable state Blue Sky Laws pursuant to various exemptions provided by the respective Blue Sky Laws of those states; however, the availability of such exemptions cannot be known unless individual state Blue Sky Laws are examined. Therefore, recipients of the Plan Securities are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state Blue Sky Laws in any given instance and as to any applicable requirements or conditions to such availability.

Recipients of the Plan Securities are advised to consult with their own legal advisors as to the applicability of section 1145 of the Bankruptcy Code to the Plan Securities and the availability of any exemption from registration under the Securities Act and state Blue Sky Laws.

(ii) Resales of Plan Securities; Definition of Underwriter

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (1) with a view to distribution of such securities and (2) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

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

Resales of the Plan Securities by Entities deemed to be "underwriters" (which definition includes "controlling Persons") are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of Plan Securities who are deemed to be "underwriters" may be entitled to resell their Plan Securities pursuant to the non-exclusive safe harbor resale provisions of Rule 144 and Rule 144A of the Securities Act.

Generally, Rule 144 provides that if certain conditions are met, specified persons who resell restricted securities will not be deemed to be "underwriters" as defined in section 2(11) of the Securities Act. Rule 144 provides that:

(i) a non-affiliate who has not been an affiliate during the preceding three months may resell restricted securities after a six-month holding period if at the time of the sale there is current public information regarding the issuer and after a one year holding period regardless of whether there is current public information regarding the issuer at the time of the sale; and

(ii) an affiliate may sell restricted securities after a six month holding period if the issuer of the securities is, and has been for a period of at least 90 days immediately before the sale, subject to the reporting requirements of section 13 or 15(d) of the Exchange Act and after a one-year holding period if the issuer of the

securities is or has not been subject to such requirements, provided that in each case the affiliate otherwise complies with the volume, current public information, manner of sale and notice requirements of Rule 144.

As noted in this Disclosure Statement, it is not contemplated that the Reorganized Debtors will be public reporting companies and, therefore, it is not expected that they will be subject to the reporting requirements of section 13 or 15(d) of the Exchange Act or that current public information will be available (to the extent required) to permit resales pursuant to Rule 144 following the Effective Date.

Rule 144A provides a non-exclusive safe harbor exemption from the registration requirements of the Securities Act for resales to certain "qualified institutional buyers" of securities that are "restricted securities" within the meaning of the Securities Act, irrespective of whether the seller of such securities purchased its securities with a view towards reselling such securities, if certain other conditions are met (e.g., the availability of information required by paragraph 4(d) of Rule 144A and certain notice provisions). Under Rule 144A, a "qualified institutional buyer" is defined to include, among other persons "dealers" registered as such pursuant to section 15 of the Exchange Act, and entities that purchase securities for their own account or for the account of another qualified institutional buyer and that, in the aggregate, own and invest on a discretionary basis at least $100 million in the securities of unaffiliated issuers.

Whether any particular Person would be deemed to be an "underwriter" (including whether such Person is a "controlling Person") with respect to the Plan Securities would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the Plan Securities and, in turn, whether any Person may freely resell Plan Securities. The Debtors recommend that potential recipients of Plan Securities consult their own counsel concerning their ability to trade such securities without compliance with the registration requirements of applicable federal and state securities laws.

(iii) New UniTek Interests/Management Incentive Plan

On the Effective Date, an initial number of up to approximately 10 million shares of New UniTek Interests shall be issued and, as soon as reasonably practicable thereafter, distributed to Holders of Claims in Class 5.

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

Upon the Effective Date, Reorganize 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.

Such New UniTek Interests will be issued pursuant to Rule 701 promulgated under the Securities Act or pursuant to Section 4(2) and/or any other applicable section of the Securities Act and similar state law provisions, and to the extent applicable, Regulation D and/or any other applicable regulation or similar state law provisions.

XII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors and to certain Holders of Allowed Claims. The following summary does not address the U.S. federal income tax consequences to Holders of Claims or Interests not entitled to vote to accept

or reject the Plan. This summary is based on the Internal Revenue Code of 1986, as amended (the "IRC"), the U.S. Treasury Regulations promulgated thereunder, judicial authorities, published administrative positions of the U.S. Internal Revenue Service (the "IRS") and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Legislative, judicial or administrative changes or interpretations hereafter enacted could alter or modify the analysis and conclusions set forth below. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained and the Debtors do not intend to seek a ruling from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the Bankruptcy Courts. No assurance can be given that the IRS would not assert, or that a Bankruptcy Court would not sustain, a different position than any position discussed herein. This summary does not apply to Holders of Claims that are not "U.S. persons" (as such phrase is defined in the IRC). This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to certain Holders in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies, foreign taxpayers, persons who are related to the Debtors within the meaning of the IRC, persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, and regulated investment companies and those holding, or who will hold, Claims, the New First Lien Debt Facility, New UniTek Debt, or New UniTek Interests, as part of a hedge, straddle, conversion, or other integrated transaction). No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds a Claim as a "capital asset" (within the meaning of Section 1221 of the Tax Code). In addition, this summary does not discuss the consequences of owning New UniTek Interests. Except as stated otherwise, this summary also assumes that the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form.

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

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

(i) Cancellation of Debt and Reduction of Tax Attributes

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

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

Because the Plan provides that Holders of Term Loan Claims will receive New UniTek Interests, the amount of COD Income, and accordingly the amount of tax attributes required to be reduced, will depend in part on the fair market value of the New UniTek Interests and the issue price of the New First Lien Debt and the New UniTek Debt (as discussed herein under "Tax Treatment of New First Lien Debt and New UniTek Debt —Stated Interest and OID"). This value cannot be known with certainty until after the Effective Date. The Debtors expect that, subject to the limitations discussed herein, they will be required to make material reductions in their tax attributes, which could include a significant reduction of the NOLs of the Debtors' consolidated tax group.

(ii) Limitation of Tax Attributes

The amount of tax attributes that will be available to the Reorganized Debtors at emergence is based on a number of factors and is impossible to calculate at this time. Some of the factors that will impact the amount of available tax attributes include: (a) the amount of tax losses incurred by the Debtors in 2014; (b) the fair market value of the New UniTek Interests; and (c) the amount of COD Income incurred by the Debtors in connection with consummation of the Plan. Following consummation of the Plan, the Debtors anticipate that any remaining NOLs may be subject to limitation under Section 382 of the IRC by reason of the transactions pursuant to the Plan.

Under Section 382 of the IRC, if a corporation undergoes an "ownership change," the amount of its NOLs and built-in losses (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally is subject to an annual limitation. The Debtors anticipate that the issuance of the New UniTek Interests pursuant to the Plan will result in an "ownership change" of the Reorganized Debtors for these purposes, and that the Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of Section 382 of the IRC applies. This limitation is independent of, and in addition to, the reduction of tax attributes described in the preceding section resulting from the exclusion of COD Income.

(a) General Section 382 Annual Limitation

This discussion refers to the limitation determined under Section 382 of the IRC in the case of an ownership change as the "Section 382 Limitation." In general, the annual Section 382 Limitation on the use of Pre-Change Losses in any "post-change year" is equal to the product of (1) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments) multiplied by (2) the "long term tax exempt rate" (which is the highest of the adjusted Federal long-term rates in effect for any month in the 3 calendar-month period ending with the calendar month in which the ownership change occurs, currently approximately 2.94%). The Section 382 Limitation may be increased to the extent that the Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. However, if a corporation that has undergone an ownership change does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the Section 382 Limitation is generally reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses, absent any increases due to recognized built-in gains discussed above. Generally, a NOL may be carried over to each of the twenty taxable years following the taxable year of the loss. As discussed below, however, special rules may apply in the case of a corporation which experiences an ownership change as the result of a bankruptcy proceeding.

The Debtors believe that an ownership change occurred on November 17, 2010, and that, as of December 31, 2013 approximately $24 million of NOLs are subject to a Section 382 Limitation. The Debtors have about $109 million of NOLs as of December 31, 2013 (and additional undetermined NOLs for 2014 through the Effective Date) that would not be subject to a Section 382 Limitation, other than the Section 382 Limitation that will occur as a result of the Effectiveness of the Plan. However, because there are no limitations on the transfer of the Debtors' stock, it is possible that an ownership change could occur prior to the Effective Date that would substantially limit the availability of NOLs because of the low value of the Debtors' stock, and no assurances can be given in this regard.

(b) Special Bankruptcy Exceptions

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

A "qualified creditor" is any creditor who has held the debt of a debtor for at least eighteen months prior to the petition date or who has held "ordinary course indebtedness" that has been owned at all times by such creditor. A creditor who does not become a direct or indirect five percent shareholder of a reorganized debtor may generally be treated by the debtor as having always held any debt owned immediately before the ownership change. Pursuant to the Fourth Amendment to the Credit Agreement applicable to the Term Loan Claims, effective July 28, 2014, the Debtors instituted transfer restrictions applicable to the Term Loan Claims, which effectively prohibited transfers, assignments and participations of the Term Loan Claims through January 1, 2015. Based on a study of transfers that occurred prior to July 28, 2014, the Debtors believes that Holders of Term Loan Claims who are "qualified creditors" should own more than 50% of the New UniTek Interests with the result that the 382(l)(5) Exception may be available, although no assurance can be given in this regard.

Where the 382(l)(5) Exception is not applicable (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the "382(l)(6) Exception"). When the 382(l)(6) Exception applies, a debtor corporation that undergoes an ownership change generally is permitted to determine the fair market value of its stock after taking into account the increase in value resulting from any surrender or cancellation of creditors' claims in the bankruptcy. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an ownership change to be determined before the events giving rise to the change. The 382(l)(6) Exception differs from the 382(l)(5) Exception in that the debtor corporation is not required to reduce its NOLs by interest deductions in the manner described above, and the debtor may undergo a change of ownership within two years without triggering the elimination of its Pre-Change Losses.

The Debtors estimate that, as of August 31, 2014, there are approximately $12 million of NOLs for 2014 and that there were approximately $47 million of interest deductions, thus under the 382(l)(5) Exception, there would be about $74 million of NOLs available, before further reduction as a result of attribute reduction from COD Income. The 382(l)(6) Exception would be expected to more severely limit the availability of NOLs. An election to make applicable the 382(l)(6) Election rather than the 382(l)(5) Election must be made on the tax return for the year in which the Effective Date occurred. The Reorganized Debtor will evaluate the known circumstances at the time, and decide as to which election would be made.

Regardless of whether the Reorganized Debtors qualify for the 382(l)(6) Exception or the 382(l)(5) Exception, the Reorganized Debtors' use of their Pre Change Losses after the Effective Date may be adversely affected if an "ownership change" within the meaning of Section 382 of the IRC were to occur after the Effective Date. In order to prevent such a subsequent ownership change, the New Certificate of Incorporation of Reorganized Debtors will contain restrictions on trading of New UniTek Interests that are intended to prevent such a change. The specific terms of any such restrictions have not yet been determined

(iii) Alternative Minimum Tax

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20% rate to the extent such tax exceeds the corporation's regular federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, except for alternative tax NOLs generated in or deducted as carryforwards in taxable years ending in certain years, which can offset 100% of a corporation's AMTI, only 90% of a corporation's AMTI may be offset by available

alternative tax NOL carryforwards. Additionally, under Section 56(g)(4)(G) of the IRC, an ownership change (as discussed above) that occurs with respect to a corporation having a net unrealized built-in loss in its assets will cause, for AMT purposes, the adjusted basis of each asset of the corporation immediately after the ownership change to be equal to its proportionate share (determined on the basis of respective fair market values) of the fair market value of the assets of the corporation, as determined under Section 382(h) of the IRC, immediately before the ownership change.

C. Certain U.S. Federal Income Tax Consequences of the Plan to Holders of Allowed Claims

(i) Consequences to Holders of Term Loan Claims

Pursuant to the Plan, each Holder of an Allowed Term Loan Claim will receive such Holder's Pro Rata share of the New UniTek Interests, New First Lien Debt, New UniTek Debt and upfront "rollover" fee of 1% (the "Term Loan Consideration"), and each Holder of an Allowed ABL Claim will receive such Holder's Pro Rata share of the New First Lien Debt, New UniTek Debt and upfront "rollover" fee of 1% (the "ABL Consideration").

The United States federal income tax consequences to a Holder of exchanging an Allowed Term Loan Claim or an Allowed ABL Claim for its Pro Rata share of the Term Loan Consideration or ABL Consideration, respectively (in each case, as defined in this discussion), are uncertain and complex and depend upon, among other things, whether such an exchange constitutes a fully taxable exchange for such Holder or, alternatively, constitutes in whole or in part a tax-deferred transaction (or series thereof) for United States federal income tax purposes. The Debtors intend to take the position that these transactions should constitute fully taxable transactions for the Tem Loan Lenders and the ABL Lenders under section 1001 of the IRC. However, other characterizations are also possible. For example, it is possible that the transaction could qualify in part for nonrecognition treatment for United States federal income tax purposes. Under this recharacterization, the receipt of the New First Lien Debt by the Term Loan Lenders and the New UniTek Debt by the ABL Facility Lenders would instead be treated as taxable "boot", which could result in the Term Loan Lenders and ABL Facility Lenders recognizing gain, but not loss. Additional recharacterizations are also possible. If a Term Loan Lender or ABL Facility Lender was treated as receiving its Pro Rata share of the Term Loan Consideration or ABL Consideration, respectively, in a tax-deferred exchange, such Lender would have a carry-over basis (adjusted to take into account any "boot" received by such lender and the amount of gain recognized with respect thereto) in a portion of the consideration received and its holding period for such portion would include its holding period for its exchanged Claim. The remainder of this discussion assumes the Debtors' position is respected and that the exchange of Allowed Term Loan Claims and Allowed ABL Claims are treated as fully taxable transactions for the Term Loan Lenders and ABL Facility Lenders.

Holders are urged to consult their tax advisors with respect to the possibility that any portion of the exchange of such claims may be treated as a tax-deferred transaction and reporting requirements applicable to a tax-deferred transaction, as well as all other aspects of the Plan.

Subject to the market discount rules described below and except as described below with respect to accrued interest, an exchanging Term Loan Lender or ABL Facility Lender should recognize capital gain or loss on the exchange of its Allowed Term Loan Claims or Allowed ABL Claims for Term Loan Consideration and ABL Consideration, respectively equal to the difference between: (a) the Holder's adjusted tax basis in its Allowed Term Loan Claims or Allowed ABL Claims (excluding any tax basis attributable to accrued but unpaid interest) and (b) the sum of (i) the issue price of the New First Lien Debt and New UniTek Debt received by such Holder (as determined below under "Tax Treatment of New First Lien Debt and New UniTek Debt —Stated Interest and OID") and, in the case of Term Loan Claims, (ii) the fair market value of the shares of New UniTek Interests received by such Holder. Such gain or loss should be long-term capital gain or loss if the Holder has a holding period for its Allowed Term Loan Claims or Allowed ABL Claims of more than one year. A Holder's initial tax basis in its New First Lien Debt and New UniTek Debt should equal the issue price of the New First Lien Debt and New UniTek Debt received by such Holder (as determined below under "Tax Treatment of New First Lien Debt and New UniTek Debt —Stated Interest and OID"). A Term Loan Lender's tax basis in its shares of New UniTek Interests (determined separately for common stock and preferred stock) received by such Holder should equal the fair market value of such shares. A Holder's holding period for its share of Term Loan Consideration, ABL Consideration and New UniTek Interests should begin on the day following the Effective Date**.**

(ii) Accrued Interest

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

The extent to which the consideration received by a Holder of a surrendered Allowed Claim will be attributable to accrued interest on the debts constituting the surrendered Allowed Claim is unclear. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. Application of this rule to a final payment on a debt instrument being discharged at a discount in bankruptcy is unclear. Pursuant to the Plan, distributions in respect of Allowed Claims will be allocated first to the principal amount of such claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest. However, the provisions of the Plan are not binding on the IRS nor a Bankruptcy Court with respect to the appropriate tax treatment for creditors.

(iii) Market Discount

Under the "market discount" provisions of Sections 1276 through 1278 of the IRC, some or all of any gain realized by a Holder exchanging the debt instruments constituting its Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt constituting the surrendered Allowed Claim.

In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or, (b) in the case of a debt instrument issued with "original issue discount," its adjusted issue price, by at least a *de minimis* amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a Holder on the taxable disposition (determined as described above) of debts that it acquired with market discount will generally be treated as ordinary income to the extent of the market discount that accrued thereon while such debts were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued). If a Holder did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry the obligations constituting its Allowed Term Loan Claim, such deferred amounts would become deductible at the time of such taxable disposition. To the extent that the surrendered debts that had been acquired with market discount are exchanged in a tax-free or other reorganization transaction for other property (as may occur here), any market discount that accrued on such debts but was not recognized by the Holder may be required to be carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property may be treated as ordinary income to the extent of the accrued but unrecognized market discount with respect to the exchanged debt instrument.

D. Tax Treatment of New First Lien Debt and New UniTek Debt

(i) Stated Interest and OID

The "issue price" of the New First Lien Debt and New UniTek Debt depends on whether such obligations or the Allowed Term Loan Claims or Allowed ABL Claims are "publicly traded." Such obligations will be considered publicly traded if, at any time during the 60-day period ending 30 days after the Effective Date, they are traded on an "established market". Although it is uncertain, the Debtors do not believe that the Allowed Term Loan Claims or Allowed ABL Claims currently should be treated as traded on an established market, and do not anticipate

that the Allowed Term Loan Claims, Allowed ABL Claims, New First Lien Debt or New UniTek Debt will be treated as traded on an established market during the relevant period. Assuming this is correct, the issue price for such New First Lien Debt and New UniTek Debt should be their stated principal amount.

The New First Lien Debt and the New UniTek Debt will be considered to have been issued with original issue discount ("OID") for U.S. federal income tax purposes (and will be referred to in this discussion as a "discount note") because a portion of the interest on the New First Lien Debt is payable in kind, and all of the interest on the New UniTek Debt is payable in kind. The amount of original issue discount will be equal to the excess of the "stated redemption price at maturity" over the issue price. The "stated redemption price at maturity" of a debt security will equal the sum of all payments required under the debt security other than payments of "qualified stated interest." "Qualified stated interest" is stated interest unconditionally payable as a series of payments (other than debt instruments of the issuer) at least annually during the entire term of the debt security and equal to the outstanding principal balance of the debt security multiplied by:

- a single fixed rate of interest payable throughout the term of the debt security;
- a single variable rate payable throughout the term of the debt security; or
- to the extent described as such in the applicable prospectus supplement or pricing supplement, any other floating rate or rates.

A Holder of discount notes will be required to include any qualified stated interest payments in income in accordance with the Holder's method of accounting for U.S. federal income tax purposes. Holders of discount notes will be required to include original issue discount in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest, without regard to the timing of the receipt of cash payments attributable to this income. Under this method, Holders of discount notes generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Discount notes subject to one or more "call options" (i.e. our unconditional option to redeem a debt security prior to its stated maturity date) are subject to rules that differ from the general rules described above for purposes of determining the yield and maturity of the debt security. Under applicable Treasury regulations, a call option will be presumed to be exercised if the exercise of the option will lower the yield on the debt security. If this option is not in fact exercised, the debt security would be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new debt security were issued, on the presumed exercise date for an amount equal to the debt security's adjusted issue price (which generally equals the issue price of the debt security, increased by the amount of original issue discount previously includible in the gross income of the holder and decreased by the amount of any payment previously made on the debt security other than a payment of qualified stated interest) on that date. Both the New First Lien Debt and the New UniTek Debt provide that their interest rate will increase by 1% per annum on the second anniversary of the Effective Date. Because the issuer has the right to redeem such debt securities so as to avoid the interest rate increase, such discount notes will be deemed to be so redeemed and reissued on such date if they are not redeemed.

(ii) Sale, Redemption or Repurchase

Except as described above with respect to accrued interest, Holders generally will recognize capital gain or loss upon the sale, redemption (including at maturity) or other taxable disposition of the New First Lien Debt or New UniTek Debt in an amount equal to the difference between the Holder's adjusted tax basis in such New First Lien Debt or New UniTek Debt and the sum of the cash plus the fair market value of any property received from such disposition. Generally, a Holder's adjusted tax basis in its New First Lien Debt or New UniTek Debt will be equal to its initial tax basis (as determined above), increased by any OID and market discount previously included in income, and (ii) reduced by any cash payments received on the New First Lien Debt or New UniTek Debt other than payments of "qualified stated interest." Any capital gain or loss generally should be long-term if the Holder's holding period for its New First Lien Debt or New UniTek Debt is more than one year at the time of disposition.

E. Bad Debt and/or Worthless Securities Deduction

A Holder who, under the Plan, receives in respect of a Claim an amount less than the Holder's tax basis in the claim may be entitled in the year of receipt (or in an earlier or later year) to a bad debt deduction in some amount under section 166(a) of the IRC or a worthless securities deduction under section 165(g) of the IRC. The rules governing the character, timing and amount of bad debt or worthless securities deductions place considerable

emphasis on the facts and circumstances of the Holder, the obligor and the instrument with respect to which a deduction is claimed. Holders of Claims, therefore, are urged to consult their tax advisors with respect to their ability to take such a deduction.

F. Withholding and Reporting

The Debtors will withhold all amounts required by law to be withheld from payments of interest. The Debtors will comply with all applicable reporting requirements of the IRC. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim. Additionally, backup withholding, currently at a rate of 28%, will generally apply to such payments if a Holder fails to provide an accurate taxpayer identification number or otherwise fails to comply with the applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against such Holder's U.S. federal income tax liability and may entitle such Holder to a refund from the IRS, provided that the required information is provided to the IRS.

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

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR NON-U.S. TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

G. Reservation of Rights

The foregoing discussion is subject to change (possibly substantially) based on, among other things, subsequent changes to the Plan and events that may subsequently occur that may impact the timeline for the transactions contemplated by the Plan. The Debtors and the Debtors' advisors reserve the right to modify, revise, or supplement this discussion and other tax related sections of the Plan and Disclosure Statement in accordance with the terms of the Plan and the Bankruptcy Code.

XIII. SOLICITATION AND VOTING PROCEDURES

A. The Solicitation Package

This section XIII.A summarizes briefly the procedures to accept or reject the Plan. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and/or to consult their own attorneys.

The following materials constitute the Solicitation Package:

- the appropriate Ballots and applicable Voting Instructions;
- a pre-addressed, postage pre-paid return envelope; and
- this Disclosure Statement with all exhibits, including the Plan, and any other supplements or amendments to these documents.

The Classes entitled to vote to accept or reject the Plan will be served with paper copies and by electronic mail, if available, of this Disclosure Statement with all exhibits, including the Plan (and an appropriate Ballot). Additional paper copies of these documents may be requested from the Balloting Agent by writing to UniTek Global Services, Inc., Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, NY 10017 or calling (646) 282-2500 or by email at tabulation@epiqsystems.com and including "UniTek Global" in the subject line. The Solicitation Package is also available at the Debtors' website: http://dm.epiq11.com/UniTek.

The Plan Supplement will be Filed by the Debtors no later than 14 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. The detailed terms of some of the documents to be contained in the Plan Supplement have yet to be finalized and will continue to be negotiated by the Debtors. When Filed, the Plan Supplement will be available in both electronic and hard copy form, although the Debtors will not serve paper or CD-ROM copies. Details about how to access the Plan Supplement will be provided in the notice sent to all parties in interest upon the commencement of the Chapter 11 Cases.

B. Voting Deadline

The period during which Ballots with respect to the Plan will be accepted by the Debtors will terminate at 11:00 a.m. (prevailing Eastern Time) on November 3, 2014 for Holders of Claims in Classes 3, 4, and 5, unless the Debtors, in consultation with the ABL Facility Agent and the Required Term Loan Consenting Lenders, extend the date until which Ballots will be accepted. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last timely received, properly executed Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot. Except to the extent the Debtors so determine or as permitted by the Bankruptcy Court, Ballots that are received after the Voting Deadline will not be counted or otherwise used by the Debtor in connection with the Debtors request for Confirmation of the Plan (or any permitted modification thereof).

The Debtors reserve the absolute right, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first Business Day next succeeding the previously announced Voting Deadline. The Debtors will give notice of any such extension in a manner deemed reasonable to the Debtors in its discretion. There can be no assurance that the Debtors will exercise their right to extend the Voting Deadline.

C. Voting Instructions

Only the Holders of Claims in Classes 3, 4, and 5 as of the Voting Record Date are entitled to vote to accept or reject the Plan, and they may do so by completing the appropriate Ballots and returning them by electronic mail or in the envelope provided or as otherwise directed on the Ballot. Notwithstanding the foregoing, in the event that a Holder returns an original properly completed Ballot via mail or overnight courier, as well as a Ballot via electronic mail, the last received, validly executed Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent and will be counted for voting purposes. The Ballots will clearly indicate the appropriate return address. It is important to follow the specific instructions provided on each Ballot. Ballots should be sent to the Balloting Agent on or before the Voting Deadline as indicated in the chart below.

The Debtors have engaged Epiq Bankruptcy Solutions, LLC as the Balloting Agent to assist in the balloting and tabulation process. The Balloting Agent will process and tabulate Ballots for each Class entitled to vote to accept or reject the Plan and will File the Voting Report as soon as practicable after the Petition Date, which Voting Report will be supplemented after the Voting Deadline.

The deadline by which the Balloting Agent must receive your Ballot is 11:00 a.m. (prevailing Eastern Time) on November 3, 2014.

Any Ballot that is properly executed, but which does not clearly indicate an acceptance or rejection of the Plan or which indicates both an acceptance and a rejection of the Plan, will not be counted.

All Ballots are accompanied by return envelopes. It is important to follow the specific instructions provided on each Ballot.

RETURN YOUR BALLOT IN THE ENVELOPE PROVIDED
or

By regular US mail to:		**By messenger or overnight courier to:**
UNITEK GLOBAL SERVICES, INC., *et al* Ballot Processing	OR	UNITEK GLOBAL SERVICES, INC., *et al* Ballot Processing
c/o Epiq Bankruptcy Solutions, LLC		c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5014		757 Third Avenue, 3rd Floor
New York, NY 10150-5014		New York, NY 10017

If you have questions regarding the Ballot or Voting Instructions please contact the Balloting Agent by

Telephone at (646) 282-2500
or
by Email at tabulation@epiqsystems.com and include "UniTek Global" in the subject line

(i) Note to Holders of Claims that Are Entitled to Vote on the Plan.

By signing and returning a Ballot, each Holder of a Claim that is entitled to vote on the Plan will be certifying to the Bankruptcy Court and the Debtors that, among other things:

- the Holder has received and reviewed a copy of the Disclosure Statement and Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- the Holder has cast the same vote with respect to all Claims in the particular Class; and
- no other Ballots with respect to the same Claim have been cast, or, if any other Ballots have been cast with respect to such Claim, then any such Ballots are thereby revoked, in accordance with the procedures set forth herein.

D. Voting Tabulation

The Ballot does not constitute, and will not be deemed to be, a Proof of Claim or an assertion or admission of a Claim or Interest. Only Holders of Claims in the voting Classes will be entitled to vote with regard to such Claims.

Unless the Debtors decide otherwise, Ballots received after the Voting Deadline may not be counted. Except as otherwise provided in the Solicitation Procedures, a Ballot will be deemed delivered only when the Balloting Agent actually receives the executed Ballot as instructed in the Voting Instructions. No Ballot should be sent to the Debtors, the Debtors' agents (other than the Balloting Agent) or the Debtors' financial or legal advisors. The Debtors expressly reserve the right to amend from time to time the terms of the Plan (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of the Plan regarding modifications). The Bankruptcy Code may require the Debtors to disseminate additional solicitation materials if the Debtors make material changes to the terms of the Plan or if the Debtors waive a material condition to Confirmation. In that event, the solicitation will be extended to the extent directed by the Bankruptcy Court. To the extent there are multiple Claims within Classes, the Debtors may, in their discretion, and to the extent possible, aggregate the Claims of any

particular Holder within a Class for the purpose of counting votes. The Debtors propose that, subject to any contrary order of the Court and except as otherwise set forth herein, they may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the Voting Report prepared by the Balloting Agent.

In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected.

The Debtors will file with the Bankruptcy Court, as soon as practicable after the Petition Date, the Voting Report prepared by the Balloting Agent. The Voting Report will, among other things, delineate every Ballot that does not conform to the Voting Instructions or that contains any form of irregularity (each an "Irregular Ballot"), including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, or damaged. The Balloting Agent will attempt to reconcile the amount of any Claim reported on a Ballot with the records of the applicable Agent, if applicable, or in the alternative with the Debtors' records, but in the event such amount cannot be timely reconciled without undue effort on the part of the Balloting Agent, the amount shown in the records of the Agent, if applicable, or the Debtors' records will govern. The Voting Report also will indicate the Debtors' intentions with regard to such Irregular Ballots. Neither the Debtors nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification.

XIV. RECOMMENDATION

In the opinion of each of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: October 21, 2014

Respectfully submitted,

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

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

Prepared by:/s/ Robert S. Brady
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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Plan of Reorganization

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
UNITEK GLOBAL SERVICES, INC., *et al.*,[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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Proposed Co-Counsel to the Debtors

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.

TABLE OF CONTENTS

Page

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. "*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.

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

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

25. "*Claims Register*" means the official register of Claims maintained by the Claims Agent.

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

27. "*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.

28. "*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.

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

30. "*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.

31. "*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.

32. "*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.

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

34. "*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.

35. *"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.

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

37. *"Debtors"* means, collectively, the entities listed in footnote 1 hereof.

38. "*Description of Transaction Steps*" means certain of the description of the Restructuring Transactions as set forth in the Plan Supplement.

39. *"DIP Facility"* means the debtor-in-possession credit facility provided under the DIP Facility Credit Agreement.

40. *"DIP Facility Agent"* means Apollo Investment Corporation, as agent for the DIP Facility Lenders under the DIP Facility Credit Agreement.

41. *"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.

42. *"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.

43. *"DIP Facility Lenders"* means the lender parties under the DIP Facility Credit Agreement.

44. *"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.

45. *"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.

46. "*DirectSAT"* means DirectSAT USA, LLC.

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

48. *"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.

49. "*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.

50. *"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.

51. "*Disputed*" means, with respect to any Claim or Interest, a Claim or Interest that is not Allowed.

52. *"Distribution Record Date"* means the Effective Date.

53. *"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.

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

55. *"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.

56. "*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; and (h) 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.

57. *"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.

58. *"Federal Judgment Rate"* means the federal judgment rate in effect as of the Petition Date.

59. *"Fee Claim"* means a Claim for Accrued Professional Compensation.

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

61. *"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.

62. "*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.

63. "*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.

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

65. "*Holder*" means an Entity holding a Claim or an Interest, as applicable.

66. "*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.

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

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

69. "*Intercompany Interest*" means an Interest in a Debtor held by another Debtor.

70. "*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.

71. "*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.

72. "*Internal Revenue Code*" means the Internal Revenue Code of 1986, as amended from time to time.

73. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

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

75. "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

76. "*L/C Commitment*" means L/C Commitment as defined in the DIP Facility Term Sheet.

77. "*L/C Roll Up*" means L/C Roll Up as defined in the DIP Facility Term Sheet.

78. "*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.

79. "*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.

80. "*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.

81. "*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.

82. "*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.

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

84. "*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.

85. "*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.

86. "*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.

87. "*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.

88. "*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.

89. "*New UniTek Board*" means the initial board of directors of Reorganized UniTek.

90. "*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.

91. "*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.

92. *"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.

93. *"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.

94. *"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).

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

96. *"Notice and Solicitation Agent"* means EPIQ Bankruptcy Solutions, LLC, retained as the Debtors' notice, claims, and solicitation agent.

97. *"Other Business"* means Other Business as defined in the New First Lien Debt Facility Term Sheet.

98. *"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.

99. *"Other Secured Claim"* means any Secured Claim that is not a Term Loan Claim, an ABL Facility Claim, or a DIP Facility Claim.

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

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

102. *"Petition Date"* means the date on which each of the Debtors commenced the Chapter 11 Cases.

103. *"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.

104. *"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.

105. *"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.

106. *"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.

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

108. *"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.

109. "*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.

110. "*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.

111. *"Proof of Claim"* means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

112. "*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.

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

114. *"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.

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

116. "*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.

117. *"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; and (h) 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.

118. "*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) 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.

119. *"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.

120. *"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.

121. *"Required Term Lenders"* means the Required Lenders (as defined in the Term Loan Credit Agreement).

122. *"Required Term Loan Consenting Lenders"* has the meaning ascribed to it in the Plan Support Agreement.

123. "*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.

124. *"Revolving Commitments"* means the Revolving Commitments as defined in the DIP Facility Term Sheet.

125. "*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.

126. "*SEC*" means the United States Securities and Exchange Commission.

127. "*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.

128. "*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.

129. "*Security*" means a security as defined in section 2(a)(1) of the Securities Act.

130. "*Senior ABL Facility Claims*" means all ABL Facility Claims other than the Junior ABL Facility Claims.

131. "*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.

132. "*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.

133. "*Skylink Plaintiffs*" means the Holders of the Skylink Litigation Claims and Interests.

134. "*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.

135. "*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.

136. "*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.

137. "*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.

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

139. "*Term Loan Consenting Lenders*" means the Term Loan Lenders that are party to the Plan Support Agreement.

140. "*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.

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

142. "*Term Loan Facility*" means the $140 million term loan provided under the Term Loan Credit Documents.

143. "*Term Loan Lenders*" means the lender parties under the Term Loan Credit Documents.

144. "*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.

145. "*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.

146. "*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.

147. "*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.

148. "*Treasury Regulations*" means regulations (including temporary and proposed) promulgated under the Internal Revenue Code.

149. "*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.

150. "*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.

151. "*UniTek Rollover Ratio*" means the number equal to one minus the First Lien Rollover Ratio.

152. "*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.

153. "*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 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 HoldCo 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.

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 and III.C.4 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.

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 UnitTek 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 to be appointed by the Required Term Loan Consenting Lenders (who will be the majority holders of the New Unitek Interests, 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). 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 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 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.

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.

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.

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

7. All fees and expenses of (a) the ABL Facility Agent and ABL Facility Lenders, including, without limitation, the fees and expenses of counsel 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.

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

New First Lien Debt Term Sheet

UniTek Global Services, Inc.

NEW FIRST LIEN DEBT TERM SHEET

This term sheet sets forth certain material terms of the New First Lien Debt Facility as defined in the UniTek Global Services, Inc. Plan of Reorganization Term Sheet ("Plan Term Sheet"). This term sheet is subject to qualifiers set forth in the Plan Term Sheet. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan Term Sheet.

Administrative Agent	Apollo Investment Corporation (in such capacity, the "Administrative Agent")
Facilities	A first lien credit facility (the "New First Lien Debt" or the "New First Lien Debt Facility") consisting of the following: -- A first priority tranche (the "Tranche A New First Lien Debt") in an initial aggregate principal amount equal to the sum of (A) (1) the principal amount of all outstanding term loan advances under the Initial Commitments of up to $43.0 million under the DIP Facility (as each such term is defined in the Plan Term Sheet) (it being understood that such term loans may be funded prior to and/or on the Closing Date), which shall include amounts drawn to fund the Initial Pinnacle Cash (as defined below), and (2) funded drawings outstanding as of the Closing Date under letters of credit issued under the ABL Credit Agreement (which are included in the DIP Facility), (B) the $10.0 million Revolving Commitments (as defined in the Plan Term Sheet) under the DIP Facility (the "New First Lien Revolving Commitments"), including any amounts funded under such Revolving Commitments prior to the Closing Date (it being understood that the New First Lien Revolving Commitments are included in the Tranche A New First Lien Debt in addition to the amounts set forth in the immediately preceding clause (A)), of which New First Lien Revolving Commitments up to $5.0 million may be used (so long as such usage does not conflict with liquidity requirements in effect under agreements between the Borrowers and DIRECTV under the Plan Support Agreement or otherwise) for the issuance of letters of credit for the benefit of the Other Business (as defined below) (the "L/C Subfacility"), (C) the commitment under the DIP Facility to fund amounts to reimburse drawings, if any, under the $3.7 million letter of credit issued under the ABL Credit Agreement (such letter of credit, the "WTC Letter of Credit") to secure certain obligations of the Other Business, including any amounts funded under such commitment prior to the Closing Date, and (D) all unfunded letters of credit issued under the ABL Credit Agreement (other than the WTC Letter of Credit) outstanding on the Closing Date in an aggregate undrawn face amount of approximately $17,900,000 (including renewals, extensions (including auto-extensions) and amendments of such existing letters of credit) (collectively, the "Letters of Credit"), and all amounts funded under such Letters of Credit following the Closing Date.

	-- A second priority tranche (the "Tranche B New First Lien Debt") in an initial aggregate principal amount up to $120.0 million[1]. The Tranche B New First Lien Debt shall consist of pro rata portions of the following amounts set forth in clauses (A), (B) and (C): (A) the principal amount of all outstanding "Advances" (as such term is defined in the ABL Credit Agreement) under the ABL Credit Agreement, but excluding any such advances consisting of drawings under letters of credit and "Last Out Loans" (as such term is defined in the ABL Credit Agreement) made thereunder; (B) the principal amount of all such outstanding "Last Out Loans"; and (C) term loans outstanding under the Prepetition Term Credit Agreement in a principal amount equal to the amount specified in clause (A). No borrowings shall be made after the closing date of the New First Lien Debt Facility (the "Closing Date") other than under the New First Lien Revolving Commitments, and other than the letters of credit outstanding on the Closing Date (including renewals, extensions (including auto-extensions) and amendments of such existing letters of credit), no additional letters of credit shall be issued under the New First Lien Debt Facility other than under the New First Lien Revolving Commitments. The renewal, extension (including auto-extension) and amendment provisions relating to the letters of credit under the New First Lien Debt and the provisions relating to drawings, reimbursements and funding of participations shall be on terms substantially similar (taken as a whole) to the ABL Credit Agreement, with such modifications thereto as are reasonably acceptable to Apollo and the Specified Term Lenders; provided, however, that the holders of New First Lien Debt (other than lenders holding participation and reimbursement obligations with respect to Letters of Credit immediately prior to the Closing Date, and their successors and assigns) shall have no reimbursement or indemnification obligations with respect to any Letters of Credit, and any amounts paid in respect of any drawing under any Letter of Credit shall be deemed to be an equivalent advance of Tranche A New First Lien Debt.
First Priority Tranche	The Tranche A New First Lien Debt shall have customary "first out" priority as against the Tranche B New First Lien Debt.
Obligors	On the Closing Date, each of the "Borrowers" and "Guarantors" (as those terms are defined in the ABL Credit Agreement) (collectively, the "Loan Parties"), in each case where applicable, as reorganized under the Plan, shall assume, and be bound by, the New First Lien Debt Facility documentation,

[1] Actual amount of Tranche B New First Lien Debt will be determined as follows: (a) if the Total Debt (as defined in the Plan Term Sheet) is less than $120 million, amount to equal the Total Debt minus the Initial Commitment (as defined in the Plan Term Sheet) under the DIP Facility minus any funded amounts as of the Closing Date under the Revolving Commitments (as defined in the Plan Term Sheet) minus any funded amounts as of the Closing Date under the L/C Commitment (as defined in the Plan Term Sheet) minus any funded amounts as of the Closing Date under the L/C Rollup (as defined in the Plan Term Sheet); and (b) if the Total Debt is greater than $120 million, amount to equal $115 million minus the Initial Commitment under the DIP Facility minus any funded amounts as of the Closing Date under the Revolving Commitments minus any funded amounts as of the Closing Date under the L/C Commitment minus any funded amounts as of the Closing Date under the L/C Rollup.

	and for the avoidance of doubt, all of such Borrowers and Guarantors shall remain jointly and severally liable for all of the obligations included in the New First Lien Debt Facility.
Fees	The New First Lien Debt shall include (without limitation) (i) an annual administration fee payable to the Administrative Agent in the amount of $50,000 (except that if Apollo is not the Administrative Agent, such fee shall be the administration fee of the relevant third party administrative agent), payable on the Closing Date and each anniversary thereof, (ii) an unused line fee of 0.50% per annum on the unused portion of the New First Lien Revolving Commitments, (iii) an upfront "rollover" fee of 1.0% on the entire principal amount of the New First Lien Debt (including the unfunded New First Lien Revolving Commitments) other than the unfunded commitment with respect to the WTC Letter of Credit and the amount of any Letters of Credit, payable on the Closing Date, and (iv) a fronting fee of 0.25% per annum on the face amount of any outstanding Letters of Credit, payable quarterly in arrears to the issuer thereof. The Tranche B New First Lien Debt shall also include a repayment premium on the initial principal amount of the Tranche B New First Lien Debt, equal to 0.0% in the first 18 months following the Closing Date, and 2.0% thereafter. Such repayment premium shall be payable to the lenders upon any prepayment of the Tranche B New First Lien Debt other than required prepayments from excess cash flow as described below (solely on the principal amount so prepaid) and on repayment in full, maturity (by acceleration or otherwise) or termination of the Tranche B New First Lien Debt (with respect to any remaining unpaid amounts of such repayment premium).
Interest Rates	The initial interest rates under the New First Lien Debt will be the Eurodollar Rate (as defined in the ABL Credit Agreement) plus (x) 8.50% per annum (for the Tranche A New First Lien Debt), with 1.0% per annum of such amount payable in kind, or (y) 7.50% per annum (for the Tranche B New First Lien Debt), or, at the Borrowers' election, the Alternate Base Rate (as defined in the ABL Credit Agreement) plus (i) 7.50% per annum (for the Tranche A New First Lien Debt), with 1.0% per annum of such amount payable in kind, or (ii) 6.50% per annum (for the Tranche B New First Lien Debt). The initial letter of credit fees (excluding the fronting fee payable to the issuer thereof) payable to all lenders holding participations with respect to the Letters of Credit shall equal 7.50% per annum on the face amount of any such outstanding Letters of Credit, payable quarterly in arrears. The initial letter of credit fees (excluding the fronting fee payable to the issuer thereof) payable to all lenders holding participations with respect to letters of credit issued under the New First Lien Revolving Commitments shall equal 8.00% per annum on the face amount of any such outstanding letters of credit, payable quarterly in arrears. The interest rates set forth above for the Tranche B New First Lien Debt, and the letter of credit fees set forth above with respect to Letters of Credit, shall each increase by 1.0% per annum on the second anniversary of the Closing Date.

	The Borrowers may elect interest periods of 1, 2 or 3 months for Eurodollar Rate borrowings. The Eurodollar Rate floor shall be 1.0% per annum. The interest rates payable with respect to obligations under the New First Lien Debt (and the Letter of Credit fee) shall increase by 2.0% per annum during the existence of an event of default.
Maturity	The fourth anniversary of the Closing Date.
Prepayments	The Borrowers may optionally prepay amounts outstanding under the New First Lien Debt, together with accrued interest thereon. Mandatory prepayments of the New First Lien Debt shall be required with net cash proceeds from asset sales outside the ordinary course of business, casualty or loss events, issuances of debt, equity issuances, and other events to be agreed, subject to baskets and reinvestment provisions to be mutually agreed upon by Apollo and Specified Term Lenders. The New First Lien Debt shall also be required to be repaid on an annual basis with 75% of excess cash flow of the DirectSat Business (as defined below) and UniTek Services Co. (as defined below) for such fiscal year. Notwithstanding the foregoing, (i) only 50% of the annual cash flow for 2015 shall be required to be applied to repay the New First Lien Debt, and (A) such 50% shall be calculated after excluding the first $2.0 million of such excess cash flow for such fiscal year, which may be used to fund intercompany advances to the Other Entities, but solely for purposes of funding capital expenditures of the Other Business, (B) the remaining 50% of such annual excess cash flow (calculated in accordance with immediately preceding clause (A)) not required to be applied to repay the New First Lien Debt may be used to fund intercompany advances to the Other Entities, but solely for purposes of funding restructuring, wind down or exit costs of the Other Business, and (C) the amounts permitted to be advanced to the Other Entities pursuant to the preceding clause (A) shall be reduced by gross cash received after the Closing Date on account of accounts receivable of the Other Business outstanding on the Closing Date, to the extent such gross cash received exceeds the aggregate amount of accounts payable of the Other Business that are current and outstanding as of the Closing Date; and (ii) with respect to the annual excess cash flow for 2016, if the Other Business (as defined below) shall not have been exited or wound down prior to 2016, the Borrowers may reduce, by up to $5.0 million in the aggregate, the excess cash flow of the DirectSat Business for such fiscal year and apply the amount of such reductions to the wind down or exit costs of the Other Business rather than to prepay the New First Lien Debt, and the 75% of excess cash flow for such fiscal year required to be applied to repay the New First Lien Debt (and the 25% of such excess cash flow not required to be applied to make prepayments) shall be calculated after giving effect to such reduction. The 25% of excess cash flow of the DirectSat Business that is not required to prepay the New First Lien Debt for fiscal year 2016 and each year thereafter may be used to fund intercompany advances to pay any liabilities of the Other Business rather than to prepay the New First Lien Debt. All intercompany advances by any of the DirectSat Subsidiaries to

	any Other Entity that are expressly permitted under this paragraph shall be referred to as the "Permitted Post-Effective Date DirectSat Intercompany Advances." All such prepayments will be applied first to repay outstanding funded amounts under the Tranche A New First Lien Debt, second to repay outstanding funded amount under the Tranche B New First Lien Debt, and any remaining portion of such prepayments shall be applied to cash collateralize outstanding Letters of Credit ratably.
Priority and Liens	All obligations and all guarantees in connection with the New First Lien Debt shall at all times be secured by a perfected first priority lien on all tangible and intangible property of the Borrowers and Guarantors, including without limitation, all inventory, accounts receivable, general intangibles, chattel paper, owned real estate, real property leaseholds, fixtures and machinery and equipment, deposit accounts, patents, copyrights, trademarks, tradenames, rights under license agreements and other intellectual property and capital stock of subsidiaries of the Borrowers and Guarantors and other investment property, whether now existing or in the future created, and including all proceeds and products of any of the foregoing.
Separation of Businesses	The organizational documents for the Borrowers and the Guarantors shall contain provisions with respect to the corporate governance of the DirectSat Subsidiaries (including UniTek Services Co.), and non-consolidation provisions, as described in the Plan Term Sheet and reasonably satisfactory to Apollo and the Specified Term Lenders, separating the DirectSat Business from the Other Business. As used herein, the following terms shall have the following meanings: "DirectSat Business" shall mean the assets, liabilities and contractual rights and obligations relating to the business division of the Borrowers and their subsidiaries which provides fulfillment installation, upgrade and maintenance services for satellite content providers, including but not limited to DIRECTV. "DirectSat Subsidiaries" shall mean DirectSat and each other subsidiary (if any) of the Borrowers engaged primarily or exclusively in the DirectSat Business (and for the avoidance of doubt excluding Other Entities and Reorganized Holdco (as defined below)). "Other Business" shall mean the assets, liabilities and contractual rights and obligations relating to the business divisions of the Borrowers and their subsidiaries other than the DirectSat Business (and for the avoidance of doubt excluding the DirectSat Subsidiaries and Reorganized Holdco). "Other Entities" shall mean Borrowers and their subsidiaries that are engaged primarily or exclusively in the Other Business (and for the avoidance of doubt excluding the DirectSat Subsidiaries, Reorganized Holdco and UniTek Services Co.). On or prior to 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 Tranche A New

	First Lien Debt, for the benefit of the Other Business, and shall be maintained and held by the DirectSat Subsidiaries and the DirectSat Business in one or more segregated deposit accounts (such segregated deposit accounts and/or other segregated deposit accounts of the Other Subsidiaries are the "Pinnacle Cash Account"), which accounts shall be subject to blocked account agreements reasonably acceptable to Apollo and the Specified Term Lenders and shall be subject to a first priority lien securing the New First Lien Debt. The Borrowers 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 UnitTek 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 Subsidiaries that is cash generated by operations of the Other Business and is properly allocable to the Other Business ("Other Business Allocated Cash") shall be deposited into one or more segregated deposit accounts of the Other Subsidiaries (such segregated deposit accounts and/or other segregated deposit accounts of the Other Subsidiaries are the "Other Business Account"), which accounts shall be subject to blocked account agreements reasonably acceptable to Apollo and the Specified Term Lenders and shall be subject to a first priority lien securing the New First Lien Debt. The Other Business Account shall be separate funds from the accounts, cash and other property of the DirectSat Business and 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 Subsidiaries 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.
Conditions Precedent to Closing of the New First Lien Debt	Customary and appropriate for an exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders. Without limiting the foregoing, closing conditions for the New First Lien Debt shall include the following: (a) The definitive documentation in respect of the New First Lien Debt shall have been executed and delivered by the parties thereto and shall be consistent with the Plan Term Sheet and this Term Sheet and otherwise reasonably acceptable to Apollo and the Specified Term Lenders (for the avoidance of doubt, and without limiting the other provisions of this Term Sheet, the representations and warranties, affirmative covenants and negative covenants in such definitive documentation shall be customary and appropriate for an exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders), provided, that: (i) the New First Lien Debt shall contain financial covenants (and a

	capital expenditures covenant) reasonably satisfactory to Apollo and the Specified Term Lenders; provided that such financial covenants shall not apply to any period ending on or prior to the end of the last fiscal quarter of 2015. (ii) UniTek Global Services, Inc., as reorganized ("Reorganized Holdco") shall be prohibited from engaging in business activities, incurring material liabilities (other than its primary liability for the New Holdco Debt and its guarantor liability for the New First Lien Debt) or owning any material assets other than the equity interests of UniTek Acquisition, Inc. ("UniTek Acquisition"); and UniTek Acquisition shall be prohibited from engaging in business activities, incurring material liabilities or owning any material assets other than the equity interests of the DirectSat Subsidiaries and UniTek Services Co. and the equity interests of the Other Entities. (iii) The Loan Parties shall have identified to Apollo and the Specified Term Lenders prior to the Closing Date all material registered intellectual property primarily used in the Other Business, all material customer contracts of the Other Business and any subsidiaries engaged primarily in the Other Business. (iv) The Loan Parties and the Other Subsidiaries shall agree that (x) neither the Loan Parties nor the DirectSat Subsidiaries nor UniTek Services Co. has any commitment to provide any additional funding to the Other Subsidiaries and the Other Business (other than (i) the funding of the Initial Pinnacle Cash and (ii) any funding pursuant to the agreements under the Shared Services Agreement to pay expenses that are allocable to the Other Business on the terms expressly set forth in the Shared Services Agreement), and (y) neither the Loan Parties nor the Other Subsidiaries shall make representations to their respective creditors that could reasonably be expected to cause their respective creditors to believe that any of the Loan Parties or the DirectSat Subsidiaries or UniTek Services Co. has made any such commitment. As soon as available after the end of each month following the Closing Date, Borrowers shall deliver to the Lenders copies of the relevant monthly bank statements for the Pinnacle Cash Account showing the balance and activity on such account(s). Borrowers or the Other Subsidiaries shall deliver a statement of income of the Other Business for each month as soon as practicable (but in any event within 30 days after the end of such month), accompanied by a certificate stating that such statement fairly presents, in all material respects, the results of operations of the Other Business for the periods specified in accordance with GAAP consistently applied, subject to normal year-end audit adjustments. (v) The Borrowers and Guarantors (A) prior to the Closing Date shall have used (and shall thereafter continue to use) commercially reasonable efforts to transfer all or substantially all of the assets (other than rights under contracts) that are primarily used in the DirectSat Business and liabilities associated with the DirectSat Business, including owned or licensed intellectual property

	primarily used in the DirectSat Business, to the DirectSat Subsidiaries (and shall thereafter use commercially reasonable efforts to maintain all such assets in the DirectSat Subsidiaries), (B) prior to the Closing Date shall have used (and shall thereafter continue to use) commercially reasonable efforts to transfer all or substantially all of the assets (other than rights under contracts) that are held by the DirectSat Subsidiaries that are primarily used in the Other Business, and liabilities associated with the Other Business, to the Other Entities (and shall thereafter use commercially reasonable efforts to maintain all such assets in the Other Subsidiaries), and (C) prior to the Closing Date shall have used (and shall thereafter continue to use) commercially reasonable efforts to cause the employment of all employees of any Loan Parties that are engaged primarily in the DirectSat Business to be transferred to the DirectSat Subsidiaries, and shall have used commercially reasonable efforts to cause the DirectSat Subsidiaries (other than UniTek Services Co.) to employ no employees other than employees engaged primarily in the DirectSat Business and to cause UniTek Services Co. to employ no employees other than employees engaged in providing shared services to both the DirectSat Business and the Other Business (and in each case shall thereafter use commercially reasonable efforts to maintain all such employees as employees of the DirectSat Subsidiaries, UniTek Services Co. or the Other Subsidiaries, as applicable), (D) prior to the Closing Date shall have used (and shall thereafter continue to use) commercially reasonable efforts to assign all material contracts that primarily relate to the Other Business to the Other Subsidiaries, except that contracts that relate both to the Other Business and the DirectSat Business will be retained by the DirectSat Subsidiaries and the DirectSat Business or may be assigned to UniTek Services Co.; provided, that nothing in this clause (D) shall be construed to require the Loan Parties or their Subsidiaries to assign or transfer any contractual obligation entered into with a third party, to any of the Other Subsidiaries, if such third party counterparty has a right to terminate the applicable contract if such assignment or transfer occurs and such counterparty has refused to consent to such assignment or transfer after commercially reasonable efforts to obtain such consent have been made by the Loan Parties. Following the Closing Date, Borrower and Guarantors shall use commercially reasonable efforts to cause (i) all new contractual obligations entered into that primarily generate revenue or assets for (or represent liabilities or expenses allocable to) the DirectSat Business to be entered into by DirectSat Subsidiaries that are Loan Parties, and (ii) all new contractual obligations entered into that primarily generate revenue or assets for (or represent liabilities or expenses allocable to) the Other Business to be entered into by Other Entities that are Loan Parties; provided, however, that contractual obligations that relate both to the Other Business and the DirectSat Business may be entered into by UniTek Services Co. pursuant to the Shared Services Agreement, and contractual obligations with third parties that primarily generate revenue for the Other Business may be entered into by the DirectSat Subsidiaries

	and Unitek Services Co. in the event that the Borrower has determined, in the exercise of its reasonable good faith judgment prior to entering into such contractual obligation, that complying with the foregoing provisions of this sentence would be detrimental in any material respect to the ability to induce the applicable counterparty to enter into such contract or otherwise materially adverse to the business of Reorganized Holdco and its Subsidiaries. The Loan Parties shall not, and shall cause their subsidiaries not to, form any Subsidiary after the Closing Date to engage primarily in the Other Business in each case unless such Subsidiary is formed as a wholly-owned direct subsidiary of existing Other Subsidiaries. Any loans or advances by the Other Entities to the DirectSat Subsidiaries (including UniTek Services Co.) and vice versa, in each case to the extent permitted under the New First Lien Loan Documents, will be evidenced by documentation typical of third party lending arrangements and will bear market rates of interest. Within 60 days following the Closing Date, the Other Entities engaged in the Other Business shall maintain their material assets in such a manner that is not costly or difficult to segregate, ascertain or otherwise identify its individual material assets from or as against those of Reorganized Holdco and its Subsidiaries (other than the Other Business and such Other Entities). (vi) The definitive credit agreement (the "New First Lien Debt Credit Agreement") and the other documentation for the New First Lien Debt shall provide that (A) the Borrowers and Guarantors shall operate, as between themselves and with third parties, exercising commercially reasonable efforts to prevent, and shall not take any actions that would reasonably be expected to cause, any of the DirectSat Subsidiaries or UniTek Services Co. or the assets of the DirectSat Business or UniTek Services Co. to be substantively consolidated with the Other Entities or with the assets of the Other Business; (B) the Borrowers and Guarantors shall observe customary corporate formalities as between each other, and each of the Other Subsidiaries will hold itself out as an entity that is separate from the other Loan Parties and their Subsidiaries and promptly correct any known misrepresentation with respect to the foregoing, and vice versa, and any corporate, transition or transaction services provided by the Other Subsidiaries to the other Loan Parties and their Subsidiaries (or vice versa) will be required to be approved by the board of directors (or equivalent governing body) of the DirectSat Subsidiaries and will otherwise be subject to compliance with the terms of the Credit Agreement; (C) the Other Subsidiaries shall not acquire securities of Reorganized Holdco or its DirectSat Subsidiaries or UniTek Services Co. (excluding any notes or other documents evidencing any Permitted Post-Effective Date DirectSat Intercompany Advances); (D) from and after April 1, 2015, the Other Business shall prepare and maintain accurate and complete accounts, books and records recording its assets, liabilities, expenses and income, separate and distinct from the books and records, assets and liabilities, expenses and income of the DirectSat Business

	(provided that the DirectSat Subsidiaries and the Other Subsidiaries may have, as between each other, shared assets, liabilities, contracts, and Shared Services Arrangements as specifically permitted under the covenants regarding separation of the businesses as set forth in this Term Sheet (collectively, the "Separation Covenants"), and provided further, it shall not be a breach of this covenant if such accounts, books and records are not accurate or complete to the extent necessary to prepare separate unaudited balance sheets for the Other Business or the DirectSat Business prior to April 1, 2015); (E) the Loan Parties shall establish and maintain separate management and employees for the DirectSat Business or UniTek Services Co., on the one hand, and the Other Business, on the other hand, in accordance with the terms of their organizational documents as in effect on the Closing Date (after giving effect on such date to amendments thereto that are reasonably satisfactory to Apollo and the Specified Term Lenders); (F) commencing with the first full fiscal quarter after March 31, 2015, the DirectSat Subsidiaries, on the one hand, and the Other Entities, on the other hand, shall deliver separate financial statements with respect to such businesses; (G) from and after July 1, 2015, (1) the DirectSat Subsidiaries and UniTek Services Co., on the one hand, and the Other Entities, on the other hand, shall maintain separate cash management systems reasonably satisfactory to Apollo and the Specified Term Lenders, including the formation of separate lockboxes for collection of receipts such that customers of the Other Business shall be directed to pay any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the Other Business to the lockboxes for the Other Business, and customers of the DirectSat Business shall be directed to pay any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the DirectSat Business to the lockboxes for the DirectSat Business, and (2) the Other Entities shall, promptly upon receipt by them of any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the DirectSat Business, transfer such receipts to the DirectSat Subsidiaries, (3) the DirectSat Subsidiaries shall, promptly upon receipt by them of any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the Other Business, transfer such receipts to the Other Subsidiaries and (4) pay their respective operating expenses and liabilities out of the separate funds of the DirectSat Subsidiaries or the Other Entities, as applicable; provided that the restrictions in clause (G)(4) shall not apply to certain shared overhead and administrative expenses that would not be commercially reasonable to pay from such separate funds and which shall be allocated to the DirectSat Subsidiaries and the Other Entities under the Shared Services Agreement on a basis reasonably related to actual use or value of services rendered, and the Loan Parties shall use commercially reasonable efforts to have the direct obligations to pay such shared overhead and administrative expenses, where the Loan Parties reasonably

	determine that allocating the direct obligation to pay such expenses on such basis to the Other Entities and the DirectSat Subsidiaries is not practicable or commercially reasonable, allocated to the DirectSat Subsidiaries and UniTek Services Co.; (H) the DirectSat Business and UniTek Services Co. shall not be permitted to guarantee or otherwise become obligated for the debts of the Other Business (other than with respect to the New First Lien Debt) or hold out its or their credit as being available to satisfy the obligations of the Other Business (other than with respect to the New First Lien Debt), and vice versa; and (I) from and after the date that is 12 months after the Closing Date, no transaction between the DirectSat Business and/or any one or more of the DirectSat Subsidiaries or UniTek Services Co., on the one hand, and the Other Business and/or any one or more of the Other Entities, on the other hand, shall be permitted other than (1) any transactions of immaterial value to be agreed upon in the ordinary course of business on terms and conditions comparable to an arm's-length transaction, (2) transactions for which the costs thereof and receipts therefrom are allocated among the DirectSat Business and the Other Business pursuant to one or more shared services agreements satisfactory to Apollo and the Specified Term Lenders (collectively, the "Shared Services Agreement") entered into between the DirectSat Subsidiaries, the Other Subsidiaries and a newly formed corporate entity formed as a sister entity to, and with substantially the same governance structure as, Reorganized DirectSat (such newly formed entity, "UniTek Services Co."), reflecting arms' length terms and allocations (including but not limited to allocations of expenses and liabilities) between the Other Business and the DirectSat Business and requiring a cash "true up" by the DirectSat Subsidiaries of any amounts allocated to the DirectSat Business and by the Other Entities of any amounts allocated to the Other Business, and in each case unpaid under the Shared Services Agreement, no less frequently than on a monthly basis, and (3) any payments on account of any contribution or reimbursement claims of any of the Loan Parties against any of the other Loan Parties with respect to any payments made in respect of the New First Lien Debt. (vii) The Shared Services Agreement shall contain arrangements among UniTek Services Co., the DirectSat Business and the Other Business made on an arms' length basis, containing (A) to the extent UniTek Services Co. provides services or property to the DirectSat Business or the Other Business, or the DirectSat Business provides services or property to the Other Business, or vice versa, allocations between UniTek Services Co., the DirectSat Business and the Other Business to the extent practical on the basis of actual use or value of services rendered or a reasonable approximation thereof, (B) pass-through arrangements on an arms-length basis for the DirectSat Business or the Other Business, as applicable, to pass through costs and benefits of contracts where such business is not released from liability under such contract that primarily relates to the other Business, (C) to the extent that a DirectSat Subsidiary is not released

	from liability under a lease of a facility being used by the Other Business, an agreement pursuant to which arrangements are made on an arms-length basis for the Other Business to indemnify the applicable DirectSat Subsidiary for any liabilities under the lease (including environmental indemnities) and for the DirectSat Subsidiary to pass through costs of the lease on an arm's length basis, (D) with respect to shared space at any premises where employees work for the Other Business and the DirectSat Business, written arms' length arrangements for such shared facilities, including arrangements regarding sharing the costs of infrastructure and other related liabilities at such locations, with allocations in those arrangements being made to the extent practical on the basis of actual use or value of services rendered or otherwise on a basis reasonably related to (and a reasonable approximation of) actual use or the value of services rendered, (E) to the extent UniTek Services Co. or the DirectSat Business provides sales, general or administrative, legal or information technology support functions to the DirectSat Business or the Other Business, arms-length agreements to provide such functions to the extent practical on the basis of actual use or value of services rendered or otherwise on a basis reasonably related to (and a reasonable approximation of) actual use or the value of services rendered and (F) a cash "true up" by the Other Subsidiaries of any amounts allocated to the Other Business and by the DirectSat Business of any amounts allocated to the DirectSat Business, and in each case unpaid under the Shared Services Agreement, no less frequently than on a monthly basis. Any allocations of revenues or costs in the Shared Services Agreement based on historical allocations of use or value between the DirectSat Business and the Other Business shall be required to be adjusted on a periodic basis (and not less frequently than annually) to reflect updated historical information. The Loan Parties shall not amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) the Shared Services Agreement and any allocation methodologies thereunder, or make any payment that has the same effect as any such amendment, modification or other change, in each case where such amendment, modification or change is material or would reasonably be expected to be materially adverse to either the DirectSat Business or the Other Business. (viii) Not later than 10 Business Days after the end of each month commencing with the first full month following the Closing Date, Borrower shall deliver to the Administrative Agent for distribution to the Lenders a written report in reasonable detail on the progress of efforts to comply with the Separation Covenants and shall promptly respond to all reasonable requests for information and access from Apollo and the Specified Term Lenders and their respective counsel in respect of such progress. (ix) The negative covenant restricting indebtedness shall prohibit Reorganized Holdco and its subsidiaries from incurring additional funded debt; provided, however, that the Other Entities may incur

	funded debt that is contractually subordinated to the New First Lien Debt on terms reasonably satisfactory to Apollo and the Specified Term Lenders. (x) The subordination agreement with respect to the New Holdco Debt (if any) shall be in form and substance reasonably acceptable to Apollo and the Specified Term Lenders. (b) With respect to the Borrowers' Case: (i) the Bankruptcy Court shall have entered the order approving the Plan (as defined in the Plan Term Sheet); (ii) the Plan shall have been consummated; and (iii) the Plan shall not have been stayed, revoked, or withdrawn. (c) All accrued interest, fees and expenses under the ABL Credit Agreement, and all accrued expenses incurred by the Specified Term Lenders under the Term Credit Agreement or otherwise in respect of the restructuring contemplated by the Plan Term Sheet and this Term Sheet, and all fees and expenses due and payable on the Closing Date to the lenders and the Administrative Agent under the New First Lien Debt, shall have been paid in full in cash on the Closing Date.
Events of Default	Customary and appropriate for an exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders, including an event of default for any change of control (to be defined in the definitive documentation for the New First Lien Debt).

Exhibit C

Liquidation Analysis

Liquidation Analysis

Pursuant to Section 1129(a)(7) of the Bankruptcy Code each holder of an impaired Claim or Equity Interest either (a) accepts the Plan, or (b) receives or retains under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

The following notes (the "**Liquidation Analysis Notes**")[1] present the general assumptions that were used in preparing the attached hypothetical liquidation analysis (the "**Liquidation Analysis**"). The Liquidation Analysis was prepared by the Debtors' bankruptcy advisors in consultation with the Debtors' management. The estimated proceeds per the Liquidation Analysis are based on certain assumptions regarding the Debtors' assets and the costs to liquidate these assets under chapter 7 of the Bankruptcy Code. The preparation of this Liquidation Analysis involved extensive use of estimates and assumptions, which although considered reasonable, are inherently subject to significant uncertainties beyond the control of the Debtors. All information contained in the Liquidation Analysis is unaudited and subject to material change. The Debtors and their bankruptcy advisors undertake no obligation to update or revise the Liquidation Analysis. These Liquidation Analysis Notes are incorporated by reference herein, and comprise an integral part of the Liquidation Analysis, and should be referenced in connection with any review of the Liquidation Analysis.

THE ESTIMATES AND ASSUMPTIONS, ALTHOUGH CONSIDERED REASONABLE BY MANAGEMENT, ARE INHERENTLY SUBJECT TO SIGNIFICANT UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF MAGNAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO A LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD VARY MATERIALLY AND ADVERSELY FROM THOSE SHOWN HERE.

THIS LIQUIDATION ANALYSIS HAS BEEN PREPARED BY THE DEBTORS AND THEIR ADVISORS SOLELY FOR PURPOSES OF ESTIMATING PROCEEDS AVAILABLE IN A HYPOTHETICAL CHAPTER 7 LIQUIDATION OF THE DEBTORS' ESTATES AND DOES NOT REPRESENT VALUES THAT MAY BE APPROPRIATE FOR ANY OTHER PURPOSE. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO OR MAY BE ASSERTED TO CONSTITUTE A CONCESSION OR ADMISSION OF THE DEBTORS FOR ANY OTHER PURPOSE.

The following presents the general assumptions that were used in preparing the Liquidation Analysis assuming a chapter 7 case in which a chapter 7 trustee is charged with reducing to cash any and all assets of the Debtors and making distributions to the holders of Allowed Claims and Equity Interests in accordance with the distributive provisions of section 726 of the Bankruptcy Code.

[1] Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Disclosure Statement or the Plan.

I. GENERAL ASSUMPTIONS

(1) The Liquidation Analysis was developed from the Debtors' consolidated balance sheet as of August 2014, unless otherwise noted, and represents the Debtors' current estimates for asset recovery. Balance sheet amounts presented are intended to be a proxy for actual balances on the date of the hypothetical liquidation with the exception of certain asset and liability balance sheet accounts that are based on forecasted balances as of the date of the hypothetical liquidation where appropriate.

(2) The Liquidation Analysis was prepared assuming that the Debtors file a voluntary Chapter 7 case on November 9, 2014 (the "**Liquidation Date**") and that a chapter 7 trustee ("**Trustee**") is appointed to liquidate the Debtors soon thereafter. The liquidation of the Debtors is assumed to be conducted on a consolidated basis. If multiple chapter 7 trustees are appointed to administer each Debtor, higher administrative costs, duplication of efforts by each chapter 7 trustee and their professionals could result in lower recoveries.

(3) The Liquidation Analysis is based upon assumptions with regard to liquidation decisions that would be made by the Trustee (not management) which are subject to change.

(4) The liquidation is assumed to be for the period of 3 to 6 months, after the appointment of the Trustee. It is further assumed that no continuing operations are performed or services provided to the Debtors' customers after the Liquidation Date.

(5) The Liquidation Analysis assumes there are no claims among and/or between Debtors, on account of intercompany transactions.

(6) The Liquidation Analysis does not include liabilities that may arise as a result of litigation, certain contingent or new tax assessments, or other potential Claims. The Liquidation Analysis also does not include recoveries from potential avoidance actions or the cost of prosecuting such avoidance actions.

(7) The Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets. Such tax consequences may be material.

(8) The Liquidation Analysis assumes that assets are being liquidated on a "piecemeal" basis at liquidation values as opposed to being sold for going-concern value, unless otherwise noted. As a result, the values reflected in the Liquidation Analysis are not indicative of the values that might be received were the chapter 7 trustee to sell any of the businesses as going concerns in a formal business sale transaction.

(9) The Liquidation Analysis is limited to presenting information provided by management and does not include an independent evaluation of the underlying assumptions.

(10) The Liquidation Analysis is unaudited, and has not been examined or reviewed by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

(11) All distributions will be made when the proceeds of disposition of assets and collection of receivables are received at the conclusion of the liquidation process; however, the projected recoveries have not been discounted to reflect the present value of any distributions.

II. ASSETS

(1) Cash & Cash Equivalents. The cash balance represents the estimated cash balance as of the Liquidation Date. It is assumed that the entire cash balance is available for distribution to creditors after payment of chapter 7 administrative expenses.

(2) Accounts Receivable. The Debtors' accounts receivable are primarily amounts owed to the Debtors by their customers and are included in the Liquidation Analysis on a net basis. The Debtors estimate the recovery range for accounts receivable in the aggregate will be between 48% and 68%, inclusive of recovery costs.

(3) Accounts Receivable, Unbilled. The Debtors' unbilled accounts receivable are primarily amounts owed to the Debtors for work that has been completed by the Debtors, but for which invoices have not yet been issued. A significant portion of the unbilled accounts receivable balances relate to work for which performance bonds have been issued by the Debtors to guarantee satisfactory completion of certain long term projects. The Liquidation Analysis assumes that upon the Liquidation Date no incremental work is performed to complete these long term projects. As a result, management believes the recovery for the unbilled accounts receivable associated with the long term projects will be between 20% and 40%. The Debtors estimate the recovery range for unbilled accounts receivable in the aggregate will be between 23% and 43%, inclusive of recovery costs.

(4) Inventories. The Debtors' inventory consists primarily of equipment and materials used in the ordinary course of the Debtors' business. The Debtors believe that a chapter 7 liquidation would have a significant negative impact on the ability of the Debtors to realize value from inventory since much of the inventory is specific to the work the Debtors are in the process of completing. Further, management believes that the inventory for Pinnacle Wireless is specialized in nature and less valuable to a potential buyer. With respect to the inventory associated with the DirectTV business, the Liquidation Analysis assumes that this inventory is returned to DirecTV and the Debtors receive credit for, and a reduction in, the outstanding accounts payable balance owed to DirecTV associated with this inventory, less 10% for freight and restocking costs.

The Debtors' estimate, in aggregate, the recovery range for inventory will be between 32% and 57%, inclusive of recovery costs.

(5) Prepaid Insurance. The Debtors' books and records include a prepaid insurance balance as of August 2014 in the amount of approximately $10.8 million on account of their self-insured workers' compensation, automobile and general liability insurance program. The current program requires the Debtors' to prepay for expected losses on a monthly basis and all payments are held on deposit by the administrator to pay insurance claims. The Liquidation Analysis assumes that 100% of the prepaid insurance assets are used to pay for actual insurance claims incurred, and as such no recovery is attributable to the prepaid insurance balance.

To the extent that the Debtors' prepaid insurance balances are insufficient to cover actual incurred claims, the insurance carriers would likely assert claim(s) against the Debtors. No estimate for such claims has been included in the Liquidation Analysis.

(6) Prepaid and Other Current Assets. This category consists primarily of (i) other receivables (custom work, amounts due from employees, personal checks, etc.), (ii) certain non-cash assets such as deferred financing costs and other capitalized financing costs, and (iii) certain prepaid expenses such as rent. Management reviewed each asset category and assigned recovery ranges. In aggregate the estimated recovery percentages for Prepaid and Other Current Assets are between 0% and 3%.

(7) Property and Equipment consists of (i) Furniture & Fixtures, (ii) Computers, (iii) Software, (iv) Leasehold Improvements, (v) Portable Devices, (vi) Office Equipment, (vii) Heavy Equipment, (viii) Owned Vehicles, (ix) Leased Vehicles, (x) Field Equipment, (xi) Land, and (xii) Buildings. Management has reviewed each category of property and equipment and assigned an estimated recovery rage to each. These estimates have been made taking into consideration the general useful life of each asset category, the accumulated depreciation recorded for each asset category and other relevant factors. For the Land and Buildings owned by the Debtors in Arlington, TX, a recent purchase offer has been taken into account when estimating recovery percentages. The Debtors estimate that the aggregate recovery percentages for Property and Equipment range between 16% and 23%.

For Leased Vehicles, it is assumed that all lease agreements are rejected by the Trustee, all vehicles under lease are returned to the lessor, and there is no recovery on account of these capitalized assets. The Debtors are unable to reasonably estimate potential lease rejection damage claims associated with the rejected vehicle leases, therefore no estimate of potential lease rejection damage claims are included in the Liquidation Analysis.

(8) Intangibles and Goodwill. The Debtors' balance sheet includes approximately $118 million in Intangibles and Goodwill that consists primarily of (i) Technology and Trade Names, (ii) Customer Contracts, (iii) Non-Compete Agreements and (iv) General Goodwill from prior acquisitions. The Debtors' believe that the trade name associated with Pinnacle Wireless may have some residual value in a liquidation scenario. For all other assets in this category, no recovery is assumed for these assets in the Liquidation Analysis.

(9) Other Assets. The Debtors' balance sheet includes approximately $2.6 million in Other Assets that consists primarily of (i) non-cash assets (e.g. financing fees and organizational costs) and (ii) refundable deposits (e.g. utilities and lease deposits). The Liquidation Analysis assumes no recovery for the non-cash assets. As for the refundable deposits, the majority of these deposits are in the possession of landlords associated with the leased non-residential real estate. It is assumed that the Trustee will reject all unexpired real estate leases, and deposits will be set off against lease rejection damage claims asserted by the landlords. The Liquidation Analysis assumes certain of the refundable deposits are recoverable by the Debtors.

(10) Wirecomm Systems, Inc., a Canadian subsidiary, is a stand-alone operating entity. The Liquidation Analysis assumes that this business is sold as a going concern and the asset value included herein is based on a range of multiples of estimated EBITDA, less 10% for transaction costs. The high end of the multiple range is based on what would be realizable in an ordinary course sale. The low end of the range reflects Management's estimate of potential disruption a liquidation process would cause to the business, which would reduce the value of the business to any potential buyer.

III. LIQUIDATION COSTS, ADMINISTRATIVE CLAIMS AND CLAIMS

(1) The Liquidation Analysis necessarily contains an estimate of the amount of Claims that will ultimately become Allowed Claims. Estimates for various Classes of Claims are based solely upon the Debtors' continuing review of the Debtors' books and records. No order or finding has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the projected levels set forth in the Liquidation Analysis.

(2) Liquidation Costs and Administrative Claims

a. Wind-down expenses include certain employee salaries and wages, employee benefits, employee retention payments, building occupancy costs and other general costs expected to be incurred throughout the duration of the liquidation.

b. Chapter 7 Trustee fees are projected to be approximately 3% of gross liquidation proceeds, not including cash, in accordance with section 326 of the Bankruptcy Code.

c. Chapter 7 Professional expenses include the costs for legal counsel and financial advisor retained by the chapter 7 trustee.

(3) Other Secured Claims. The Debtors are not aware of other secured claims, and therefore, no amounts for other secured claims are included herein. To the extent that creditors are successful in asserting other secured claims against the Debtors creditor recoveries could be lower that presented in the Liquidation Analysis.

(4) Priority Claims. As of the Liquidation Date accrued, but unpaid, salaries and wages owed to employees will exist and give rise to priority employee claims. These claims are subject to the priority cap imposed by the Bankruptcy Code, and any amounts in

excess of the cap have been included in the General Unsecured Claims below. In addition, payroll related taxes will be owed to the appropriate taxing authorities, which have been estimated and included herein. The majority of the Priority Claims represent the Debtors' estimate of accrued and unpaid payroll, as well as the associated payroll taxes, as of the Liquidation Date. The estimate of these employee priority claims have been capped at the statutory limit of $12,425 per employee.

(5) General Unsecured Claims. The Liquidation Analysis includes various types of general unsecured claims, grouped into broad categories for presentation purposes. The following types of general unsecured claims have been included in the Liquidation Analysis and have been estimated using the Debtors' books and records as of August 2014: (i) outstanding accounts payable and accrued payable balances, (ii) subcontractor claims, (iii) deferred revenue claims, (iv) lease rejection damage claims, (v) litigation claims, (vi) employee related unsecured claims, (vii) ABL deficiency claims and (viii) Term Loan deficiency claims.

In addition, the Debtors have estimated and included in the Liquidation Analysis claims on account of unexpired non-residential real estate leases that would be rejected by the Trustee. The estimated lease rejection damage claims have been estimated based on the underlying lease terms, and have not assumed mitigation.

(6) Interests. The Interests included in the Liquidation Analysis represents the consolidated book value of stockholder's equity as of August 2014.

A complete Liquidation Analysis is reflected in the following pages.

I. STATEMENT OF ASSETS
in thousands

Assets	Adjusted Net Book Value	Hypothetical Recovery Percentage Low	Hypothetical Recovery Percentage High	Estimated Liquidated Value (Unaudited) Low	Estimated Liquidated Value (Unaudited) High
Cash & Cash Equivalents	$ 954	100.0%	100.0%	$ 954	$ 954
Accounts Receivable, Net	32,498	47.8%	68.0%	15,534	22,111
Accounts Receivable Unbilled, Net	21,313	22.9%	43.4%	4,883	9,249
Inventories	7,248	32.2%	57.2%	2,331	4,143
Prepaid Insurance	10,784	0.0%	0.0%	-	-
Prepaid Expenses and Other Current Assets	4,336	0.0%	3.1%	-	133
Total Current Assets	$ 77,134	30.7%	47.4%	$ 23,701	$ 36,589
Property and Equipment, Net	$ 7,566	16.4%	22.7%	$ 1,244	$ 1,718
Amortizable Intangible Assets, Net	29,926	0.0%	0.3%	-	94
Goodwill	86,853	0.0%	0.0%	-	-
Other Assets, Net	2,551	3.1%	6.5%	79	165
Total Long Term Assets	$ 126,895	1.0%	1.6%	$ 1,324	$ 1,977
Total Assets	$ 204,028	12.3%	18.9%	$ 25,024	$ 38,566
Proceeds from Going Concern Sale of Canadian Entity				$ 2,700	$ 4,050
Estimated Proceeds Available for Distribution				$ 27,724	$ 42,616
Proceeds from the Liquidation of ABL Collateral (Accounts Receivable and Inventory)				$ 22,747	$ 35,502
Proceeds from the Liquidation of Term Loan Collateral (All Other Assets)				4,978	7,114
				$ 27,724	$ 42,616
Liquidation Costs and Administrative Claims					
Wind Down Costs and Administrative Claims				$ 2,686	$ 1,843
Chapter 7 - Professional Fees				3,000	1,500
Chapter 7 - Trustee Fees				803	1,250
Total Liquidation Costs				$ 6,490	$ 4,593
Proceeds from the Liquidation of ABL Collateral Available for Distribution [1]				$ 17,422	$ 31,676
Proceeds from the Liquidation of Term Loan Collateral Available for Distribution [1]				3,812	6,347
Estimated Proceeds Available for Distribution, Net of Liquidation Costs				$ 21,235	$ 38,023

Notes:
[1] Liquidation Costs and Administrative Claims have been allocated to and reduce the liquidation proceeds on a pro rata basis.

II. DISTRIBUTION OF PROCEEDS *in thousands*	Chapter 7 Estimated Claim Value	ABL Collateral Chapter 7 Liquidation Estimated Recovery Values Low	ABL Collateral Chapter 7 Liquidation Estimated Recovery Values High	Term Loan Collateral Chapter 7 Liquidation Estimated Recovery Values Low	Term Loan Collateral Chapter 7 Liquidation Estimated Recovery Values High	Total Collateral Chapter 7 Liquidation Estimated Recovery Values Low	Total Collateral Chapter 7 Liquidation Estimated Recovery Values High
Estimated Proceeds Available for Distribution		$ 17,422	$ 31,676	$ 3,812	$ 6,347	$ 21,235	$ 38,023
ABL Facility Claims							
ABL Facility Claims	$ 38,731	$ 11,176	$ 20,320	$ -	$ -	$ 11,176	$ 20,320
ABL Facility Letters of Credit	21,646	6,246	11,356	-	-	6,246	11,356
ABL Facility Claims % Recovery		*28.9%*	*52.5%*	*0.0%*	*0.0%*	*28.9%*	*52.5%*
ABL Facility Claims - Last Out Loans	8,674	-	0	-	-	-	0
Total ABL Facility Claims	$ 69,051	$ 17,422	$ 31,676	$ -	$ -	$ 17,422	$ 31,676
Total ABL Facility Claims % Recovery		*25.2%*	*45.9%*	*0.0%*	*0.0%*	*25.2%*	*45.9%*
Proceeds Available for Payment of Term Loan Claims		$ -	$ -	$ 3,812	$ 6,347	$ 3,812	$ 6,347
Term Loan Claims							
Term Loan Claims [1]	$ 150,572	-	-	$ 3,812	$ 6,347	$ 3,812	$ 6,347
Total Term Loan Claims	$ 150,572	$ -	$ -	$ 3,812	$ 6,347	$ 3,812	$ 6,347
Total Term Loan Claims % Recovery		*0.0%*	*0.0%*	*2.5%*	*4.2%*	*2.5%*	*4.2%*
Proceeds Available for Payment of Other Secured Claims		$ -	$ -	$ -	$ -	$ -	$ -
Other Secured Claims							
Other Secured Claims	$ -					$ -	$ -
Total Other Secured Claims	$ -					$ -	$ -
Total Other Secured Claims % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Priority Claims						$ -	$ -
Priority Claims							
Priority Non-Tax Claims	$ 6,375					$ -	$ -
Priority Tax Claims	843					-	-
Total Priority Claims	$ 7,218					$ -	$ -
Total Priority Claims % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Unsecured Claims						$ -	$ -
General Unsecured Claims [2]							
Trade Vendor, Subcontractor and Deferred Revenue Claims	$ 22,485					$ -	$ -
Lease Rejection, Litigation, and Employee-related Claims	10,141					-	-
ABL Deficiency Claim [3]	28,701					-	-
ABL Last Out Deficiency Claim [3]	8,674					-	-
Term Loan Deficiency Claim [3]	144,225					-	-
Total General Unsecured Claims	$ 214,225					$ -	$ -
Total General Unsecured Claims % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Intercompany Claims						$ -	$ -
Intercompany Claims							
Intercompany Claims	$ -					$ -	$ -
Total Intercompany Claims	$ -					$ -	$ -
Total Intercompany Claims % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Subordinated Claims						$ -	$ -
Subordinated Claims							
Subordinated Claims	$ -					$ -	$ -
Total Subordinated Claims	$ -					$ -	$ -
Total Subordinated Claims % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Intercompany Interests						$ -	$ -
Intercompany Interests							
Intercompany Interests	$ -					$ -	$ -
Total Intercompany Interests	$ -					$ -	$ -
Total Intercompany Interests % Recovery						*0.0%*	*0.0%*
Proceeds Available for Payment of Other Interests						$ -	$ -
Interests							
Other Interests	$ 11,572					$ -	$ -
Total Other Interests	$ 11,572					$ -	$ -
Total Other Interests % Recovery						*0.0%*	*0.0%*

Notes:

[1] The Term Loan balance is shown as of September 2014.

[2] The Debtors reserve all rights to recharacterize and/ or reclassify any general unsecured claim.

[3] The Deficiency Claims for the ABL, ABL Last Out Loans, and the Term Loan are calculated using the estimated high recovery values.

Exhibit D

Valuation Analysis and Financial Projections

Valuation Analysis

This valuation analysis (the "Valuation Analysis") was prepared by Miller Buckfire & Co., LLC ("Miller Buckfire") for UniTek Global Services, Inc. and its subsidiaries (the "Company"). The purpose of this Valuation Analysis is to summarize Miller Buckfire's views as to the estimated value of the Reorganized Debtors' operations on a going concern basis (the "Enterprise Value") based on the information provided to Miller Buckfire by the Company and publicly available information.[1] This Valuation Analysis has been prepared for the review of the board of directors of the Company in connection with the solicitation and filing of the Plan.

THIS VALUATION ANALYSIS REPRESENTS A HYPOTHETICAL VALUATION OF THE REORGANIZED DEBTORS, WHICH ASSUMES THAT THE REORGANIZED DEBTORS CONTINUE ON A GOING CONCERN BASIS. THE ENTERPRISE VALUE DOES NOT PURPORT TO CONSTITUTE AN APPRAISAL OF THE REORGANIZED DEBTORS' ASSETS, AND THE ENTERPRISE VALUE DOES NOT NECESSARILY REFLECT THE ACTUAL MARKET VALUE THAT MIGHT BE REALIZED THROUGH A SALE OR LIQUIDATION OF THE REORGANIZED DEBTORS, THEIR SECURITIES OR ASSETS, WHICH VALUE MAY BE SIGNIFICANTLY HIGHER OR LOWER THAN THE ENTERPRISE VALUE.

FURTHERMORE, THE ENTERPRISE VALUE IS NOT NECESSARILY INDICATIVE OF THE PRICES AT WHICH THE NEW UNITEK COMMON STOCK, NEW UNITEK DEBT OR OTHER SECURITIES OF THE REORGANIZED DEBTORS MAY TRADE AFTER GIVING EFFECT TO THE RESTRUCTURING TRANSACTIONS, WHICH PRICES MAY BE SIGNIFICANTLY HIGHER OR LOWER THAN INDICATED BY THIS VALUATION ANALYSIS.

The Enterprise Value reflects Miller Buckfire's application of standard valuation techniques. The value of an operating business is subject to numerous uncertainties and contingencies which are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such a business. As a result, the estimated Enterprise Value range of the Reorganized Debtors set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Neither the Reorganized Debtors, Miller Buckfire, nor any other person assumes responsibility for any differences between the Enterprise Value range and such actual outcomes. Actual market prices of securities of the Reorganized Debtors at issuance will depend upon, among other things, the operating performance of the Reorganized Debtors, prevailing interest rates, conditions in the financial markets, the anticipated holding period of securities received by prepetition creditors (some of whom may prefer to liquidate their investment rather than hold it on a long-term basis), developments in the Reorganized Debtors' industry and economic conditions generally, and other factors which generally influence the prices of securities.

The Enterprise Value does not constitute a recommendation to any holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan.

[1] Capitalized terms used but not defined in this Valuation Analysis shall have the meaning ascribed to them in the *Joint Plan of Reorganization of UniTek Global Services, Inc. and its Debtors Affiliates pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan").

Miller Buckfire has not been asked to determine, and does not express any view as to, what the trading value of the Reorganized Debtors' securities would be on issuance or at any other time. The Enterprise Value does not constitute an opinion as to fairness from a financial point of view to any person of the consideration to be received by such person under the Plan or of the terms and provisions of the Plan.

In preparing the estimates set forth below, Miller Buckfire has relied upon the accuracy and completeness of financial and other information furnished by the Company. Miller Buckfire did not attempt to independently audit or verify such information, nor did it make an independent appraisal of the assets or liabilities of the Reorganized Debtors. Miller Buckfire did not conduct an independent investigation into any of the legal or accounting matters affecting the Reorganized Debtors, and therefore makes no representation as to their impact on the Reorganized Debtors from a financial point of view.

In preparing this Valuation Analysis, Miller Buckfire reviewed the financial projections provided by the Company's management attached hereto as Exhibit 1 (the "Financial Projections"). The Enterprise Value assumes that the Reorganized Debtors will achieve the Financial Projections in all material respects, including earnings before interest, taxes, depreciation and amortization ("EBITDA"), growth and improvements in EBITDA margins and cash flow. Miller Buckfire has relied on the Company's representation and warranty that the Financial Projections (i) have been prepared in good faith, (ii) are based on fully disclosed assumptions which, in light of the circumstances under which they were made, are reasonable, (iii) reflect the Company's best currently available estimates and (iv) reflect the good faith judgments of the Company's management.

Miller Buckfire does not offer an opinion as to the attainability of the Financial Projections. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Company's management, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual Enterprise Value of the Reorganized Debtors may be significantly higher or lower than the estimated range herein.

This Valuation Analysis contemplates facts and conditions known and existing as of the Assumed Valuation Date (defined below). Events and conditions subsequent to this date, including but not limited to updated financial projections, as well as other factors, could have a substantial impact upon the Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the Enterprise Value.

(1) Overview.

Miller Buckfire has estimated the Enterprise Value as of October 16, 2014 (the "Assumed Valuation Date"). The valuation analysis is based on the Financial Projections for the years 2014 through 2017 (the "Projection Period"). This Valuation Analysis assumes an Effective Date of December 31, 2014 (the "Assumed Effective Date"). Miller Buckfire undertook this Valuation Analysis to determine the value available for distribution to holders of Allowed Claims and Interests pursuant to the Plan and to analyze the relative recoveries to such holders thereunder.

The Enterprise Value is the estimated total value available for distribution to holders of Allowed Claims and Interests

Based on the Financial Projections and subject to the disclaimers and the descriptions of Miller Buckfire's methodology set forth herein, and solely for purposes of the Plan, Miller Buckfire estimates that the Enterprise Value of the Reorganized Debtors falls within a range of approximately $150 to $190 million, with a midpoint estimate of $170 million. For purposes of this Valuation Analysis, Miller Buckfire has assumed that no material changes that would affect value will occur between the Assumed Valuation Date and the Assumed Effective Date. Based on an estimated net balance of approximately $115 million in funded debt that is projected as of December 31, 2014 (debt of $115 million not including $22 million of outstanding letters of credit and minus excess balance sheet cash of approximately $0 million), this implies a range of value for the New UniTek Common Stock from approximately $35 million to $75 million, with a midpoint estimate of $55 million. These values do not give effect to the potentially dilutive impact of any New UniTek Common Stock, warrants or options that may be granted under the Management Incentive Plan.

AS NOTED ABOVE, THE ASSUMED ENTERPRISE VALUE RANGE, AS OF THE ASSUMED VALUATION DATE, REFLECTS WORK PERFORMED BY MILLER BUCKFIRE ON THE BASIS OF INFORMATION AVAILABLE TO MILLER BUCKFIRE AS OF OCTOBER 16, 2014. ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY AFFECT MILLER BUCKFIRE'S CONCLUSIONS, NEITHER MILLER BUCKFIRE NOR THE DEBTORS HAVE ANY OBLIGATION TO UPDATE, REVISE OR REAFFIRM THIS VALUATION ANALYSIS.

(2) Valuation Methodology.

In estimating the Enterprise Value and the value to New UniTek Common Stock, Miller Buckfire: (i) reviewed certain historical financial information of the Debtors for recent years and interim periods; (ii) reviewed certain internal financial and operating data of the Debtors; (iii) discussed the Reorganized Debtors' operations and future prospects with the senior management team as well as their views concerning the Reorganized Debtors' business prospects before and after giving effect to the Plan; (iv) reviewed certain publicly available financial data for, and considered the market value of, companies that Miller Buckfire deemed generally comparable to the operating business of the Reorganized Debtors; (v) reviewed a draft of the Plan; (vi) considered certain economic and industry information relevant to the operating business; and (vii) conducted such other studies, analyses, inquiries and investigations as Miller Buckfire deemed appropriate. Although Miller Buckfire conducted a review and analysis of the Reorganized Debtors' businesses, operating assets and liabilities and the business plan, it assumed and relied on the accuracy and completeness of all financial and other information furnished to it by the Company's management as well as publicly available information.

The following is a brief summary of certain financial analyses performed by Miller Buckfire to arrive at a range of estimated Enterprise Values for the Reorganized Debtors. The following summary does not purport to be a complete description of all of the analyses and factors undertaken to support Miller Buckfire's conclusions. The preparation of a valuation is a complex process involving various determinations as to the most appropriate analyses and

factors to consider, and the application of those analyses and factors under the particular circumstances. As a result, the processes involved in preparing this Valuation Analysis are not readily summarized.

In arriving at the Enterprise Value, Miller Buckfire did not consider any one analysis or factor to the exclusion of any other analyses or factors. As described below, Miller Buckfire's valuation analysis included (i) a discounted cash flow analysis, (ii) a comparable company analysis and (iii) a precedent transaction analysis. Accordingly, Miller Buckfire believes that its analysis and views must be considered as a whole and that selecting portions of its analysis and factors could create a misleading or incomplete view of the processes underlying the preparation of this Valuation Analysis and the estimate of the Enterprise Value.

(i) Discounted Cash Flow Analysis.

The discounted cash flow ("DCF") analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Under this methodology, projected future cash flows are discounted by the business' weighted average cost of capital (the "Discount Rate"). The Discount Rate reflects the estimated blended rate of return that would be required by debt and equity investors to invest in the business based on its capital structure. The Enterprise Value was determined by calculating the present value of the Reorganized Debtors' unlevered after-tax free cash flows based on the Financial Projections plus an estimate for the value of the Reorganized Debtors beyond the Projection Period known as the terminal value. The terminal value was derived by applying a multiple to the Reorganized Debtors' projected EBITDA in the year following the final projected year of the Projection Period, discounted back to the Assumed Effective Date by the Discount Rate. Utilizing a similar DCF analysis, Miller Buckfire separately valued and accounted for the Reorganized Debtors' tax attributes, including, without limitation, its net operating losses. This additional value derived from the Reorganized Debtors' actual and projected tax position was subsequently added to the valuation.

To estimate the Discount Rate, Miller Buckfire used the cost of equity and the after-tax cost of debt for the Reorganized Debtors, assuming the Plan debt-to-total capitalization ratio based on an assumed range of the Reorganized Debtors' pro forma capitalization. Miller Buckfire estimated the cost of equity based on the "Capital Asset Pricing Model," which assumes that the required equity return is a function of the risk-free cost of capital and the correlation of a publicly traded stock's performance to the return on the broader market, reflecting adjustments for certain risk characteristics. To estimate the cost of debt, Miller Buckfire estimated what would be the Reorganized Debtors' blended cost of debt based on current capital markets conditions and the financing costs for comparable companies with leverage similar to the Reorganized Debtors' target capital structure.

Although formulaic methods are used to derive the key estimates for the DCF methodology, their application and interpretation still involve complex considerations and judgments concerning potential variances in the projected financial and operating characteristics of the Reorganized Debtors, which in turn affect its cost of capital and terminal multiples. In applying the DCF methodology, Miller Buckfire utilized the Financial Projections for the period beginning January 1, 2015, and ending December 31, 2017, to derive unlevered after-tax free

cash flows. Free cash flow includes sources and uses of cash not reflected in the income statement, such as changes in working capital and capital expenditures. For purposes of the DCF, the Reorganized Debtors is assumed to be full taxpayers at the applicable regional corporate income tax rates (the effective tax rate is assumed to be 39.6%). These cash flows, along with the terminal value, are discounted back to the Assumed Effective Date using the range of Discount Rates described above to arrive at a range of Enterprise Values.

(ii) Comparable Company Analysis.

The comparable company valuation analysis was based on the enterprise values of companies that have operating and financial characteristics similar to the Reorganized Debtors, for example, comparable lines of businesses, business risks, growth prospects, maturity of businesses, location, market presence, and size and scale of operations. In addition, each of the selected comparable company's operational performance, operating margins, profitability, leverage and business trends were examined. Under this methodology, certain financial multiples and ratios are calculated to apply to the Reorganized Debtors' projected operational performance. Miller Buckfire focused on EBITDA multiples in using the market valuations of the selected comparable companies to value the Reorganized Debtors.

A key factor to this approach is the selection of companies with relatively similar business and operational characteristics to the Reorganized Debtors. Although the selected companies were used for comparison purposes, no selected company is either identical or directly comparable to the businesses of the Reorganized Debtors. The selection of appropriate comparable companies is often difficult, a matter of judgment, and subject to limitations due to sample size and the availability of meaningful market-based information. Accordingly Miller Buckfire's comparison of the selected companies to the businesses of the Reorganized Debtors and analysis of the results of such comparisons was not purely mathematical, but instead necessarily involved complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the relative values of the selected companies and the Reorganized Debtors.

(iii) Precedent Transactions Analysis.

The precedent transactions valuation analysis is based on the enterprise values of companies involved in public merger and acquisition transactions that have operating and financial characteristics similar to the Reorganized Debtors. Under this methodology, the enterprise value of such companies is determined by an analysis of the consideration paid and the debt assumed in the merger or acquisition transaction. As in a comparable company valuation analysis, those enterprise values are commonly expressed as multiples of various measures of operating statistics, such as EBITDA. Miller Buckfire reviewed industry-wide valuation multiples, considering prices paid as a multiple of EBITDA, for companies in similar lines of businesses to the Reorganized Debtors. The derived multiples were then applied to the Reorganized Debtors' operating statistics to determine the Enterprise Value or value to a potential strategic buyer.

Unlike the comparable company analysis, the enterprise valuation derived using this methodology typically reflects a "control" premium (i.e., a premium paid to purchase a majority or controlling position in the assets of a company). Thus, this methodology may produce higher valuations than the comparable company analysis. In addition, other factors not directly related to a company's business operations can affect a valuation based on precedent transactions, including: (i) circumstances surrounding a merger transaction may introduce "diffusive quantitative results" into the analysis (e.g., a buyer may pay an additional premium for reasons that are not solely related to competitive bidding); (ii) the market environment is not identical for transactions occurring at different periods of time; and (iii) circumstances pertaining to the financial position of the company may have an impact on the resulting purchase price (e.g., a company in financial distress may receive a lower price due to perceived weakness in its bargaining leverage).

As with the comparable company analysis, because no precedent merger or acquisition used in any analysis will be identical to the target transaction, valuation conclusions cannot be based solely on quantitative results. The reasons for, and circumstances surrounding, each acquisition transaction are specific to such transaction, and there are inherent differences between the businesses, operations, and prospects of each target. Therefore, qualitative judgments must be made concerning the differences between the characteristics of these transactions and other factors and issues that could affect the price an acquirer is willing to pay in an acquisition. The number of completed transactions for which public data is available also limits this analysis. Furthermore, the data available for all the precedent transactions may have discrepancies due to varying sources of information. As described above, the precedent transactions analysis explains other aspects of value besides the inherent value of a company.

In deriving a range of Enterprise Values for the Reorganized Debtors under this methodology, Miller Buckfire calculated multiples of total transaction value to the latest twelve-month ("LTM") EBITDA of the acquired companies and applied these multiples to the most recent LTM EBITDA for the Reorganized Debtors.

Miller Buckfire evaluated various merger and acquisition transactions that have occurred in the technical services and specialty contracting industry in recent years. Miller Buckfire calculated multiples of the target companies by dividing the disclosed purchase price of the target's equity, plus any debt assumed as part of the transaction less any cash on the target's balance sheet, by then-prevailing estimated LTM EBITDA.

IN PERFORMING THESE ANALYSES, MILLER BUCKFIRE AND THE COMPANY MADE NUMEROUS ASSUMPTIONS WITH RESPECT TO INDUSTRY PERFORMANCE, BUSINESS AND ECONOMIC CONDITIONS AND OTHER MATTERS. AS NOTED ABOVE, THE ANALYSES PERFORMED BY MILLER BUCKFIRE ARE NOT NECESSARILY INDICATIVE OF ACTUAL VALUES OR FUTURE RESULTS, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN SUGGESTED BY SUCH ANALYSES.

Financial Projections

	Twelve Months Ended,			
	12/31/14	**12/31/15**	**12/31/16**	**12/31/17**
Fulfillment Revenue	$273.8	$278.2	$285.6	$293.9
Engineering and Construction Revenue	71.0	60.8	65.5	73.1
Total Revenue	**$344.8**	**$338.9**	**$351.0**	**$367.0**
Growth %	*-26.9%*	*-1.7%*	*3.6%*	*4.6%*
Total Cost of Revenues	291.0	272.3	281.3	293.4
Gross Margin	**$53.8**	**$66.6**	**$69.7**	**$73.6**
Margin %	*15.6%*	*19.7%*	*19.9%*	*20.1%*
Selling, General & Administrative	36.2	30.7	31.2	31.9
Adjusted EBITDA	**$17.6**	**$35.9**	**$38.5**	**$41.7**
Margin %	*5.1%*	*10.6%*	*11.0%*	*11.4%*
Capital Expenditures	(1.3)	(4.4)	(4.6)	(4.8)
Operating Cash Flow	**$16.3**	**$31.5**	**$34.0**	**$36.9**
Cash Interest Expense	(22.3)	(11.4)	(10.2)	(9.6)
Cash Taxes Paid	-	-	-	-
Change in Net Working Capital	17.7	6.1	(1.5)	(1.9)
Free Cash Flow	**$11.6**	**$26.3**	**$22.3**	**$25.4**
Memo:				
Revolver Balance	-	-	-	-
Exit Facility Balance	$115.0	$108.0	$97.6	$81.2

Exhibit E

New Holdco Debt Facility Term Sheet

UniTek Global Services, Inc.

NEW HOLDCO DEBT TERM SHEET

This term sheet sets forth certain material terms of the New Holdco Debt Facility as defined in the UniTek Global Services, Inc. Plan of Reorganization Term Sheet ("Plan Term Sheet"). This term sheet is subject to qualifiers set forth in the Plan Term Sheet. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan Term Sheet.

Administrative Agent	Apollo Investment Corporation, or a third party agent to be determined (in such capacity, the "Administrative Agent").
Facilities	Up to $15.0[1] million new subordinated payment-in-kind debt issued by the reorganized UniTek Global Services, Inc. ("Reorganized Holdco") (such debt, the "New Holdco Debt" or the "New Holdco Debt Facility") to certain holders of Claims as set forth in the Plan Term Sheet. No borrowings under the New Holdco Debt Facility shall be made after the closing date of the New Holdco Debt Facility (the "Closing Date").
Subordination	Customary payment subordination for a holding company subordinated, payment-in-kind exit financing facility of this type. The subordination agreement with respect to the New Holdco Debt (the "Subordination Agreement") shall be in form and substance reasonably acceptable to Apollo and the Specified Term Lenders.
Obligors	Reorganized Holdco.
Fees	The New Holdco Debt shall include (without limitation) (i) an annual administration fee payable to the Administrative Agent in the amount of $15,000, payable on the Closing Date and each anniversary thereof (except that if Apollo is not the Administrative Agent, such fee shall be the administration fee of the relevant third party administrative agent, and if Apollo is the Administrative Agent under the New Holdco Debt as well as the New First Lien Debt, such administration fee shall be $0), and (ii) an upfront "rollover" fee of 1.0% on the entire principal amount of the New Holdco Debt, payable on the Closing Date. The New Holdco Debt shall also include a repayment premium on the initial principal amount of the New Holdco Debt, equal to 0.0% in the first 18 months following the Closing Date, and 2.0% thereafter. Such repayment premium shall be payable to the lenders upon any prepayment of the New Holdco Debt (solely on the principal amount so prepaid) and on repayment in full, maturity (by acceleration or otherwise) or termination of the New

[1] If the Total Debt (as defined in the Plan Term Sheet) is less than $120 million, amount to equal $0 and, if the Total Debt is greater than $120 million, amount to equal Total Debt less $115 million.

	Holdco Debt (with respect to any remaining unpaid amounts of such repayment premium).
Interest Rates	The interest rate under the New Holdco Debt shall be 15.0% per annum, with the entire amount of such interest to be payable in kind until maturity. Interest shall be payable quarterly by capitalizing such interest and adding it to the principal balance of the New Holdco Debt. The interest rate payable with respect to obligations under the New Holdco Debt shall increase by 2.0% per annum during the existence of an event of default.
Maturity	The four and one-half year anniversary of the Closing Date.
Prepayments	The Borrowers may optionally prepay amounts outstanding under the New Holdco Debt, together with accrued interest thereon. Following repayment in full of the New First Lien Debt and subject to the Subordination Agreement, mandatory prepayments of the New Holdco Debt shall be required with net cash proceeds from asset sales outside the ordinary course of business, casualty or loss events, issuances of debt, equity issuances, excess cash flow and other events to be agreed, subject to baskets and reinvestment provisions to be mutually agreed upon by Apollo and Specified Term Lenders.
Collateral	None.
Conditions Precedent to Closing of the New Holdco Debt	Customary and appropriate for a holding company subordinated, payment-in-kind exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders. Without limiting the foregoing, closing conditions for the New Holdco Debt shall include the following: (a) The definitive documentation in respect of the New Holdco Debt shall have been executed and delivered by the parties thereto and shall be consistent with the Plan Term Sheet and this Term Sheet and otherwise reasonably acceptable to Apollo and the Specified Term Lenders (for the avoidance of doubt, and without limiting the other provisions of this Term Sheet, the representations and warranties, affirmative covenants and negative covenants in such definitive documentation shall apply to and restrict Reorganized Holdco and its subsidiaries and shall be customary and appropriate for a holding company subordinated, payment-in-kind exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders, and shall be in all material respects less restrictive under the applicable representations and warranties, affirmative covenants and negative covenants (other than with respect to the covenant restricting liens, indebtedness and dividends and other restricted payments)); provided, that the negative covenant restricting indebtedness (i) shall prohibit the Reorganized Debtors and their subsidiaries from incurring additional funded debt, provided, however, that the Other Entities (as defined in the New First Lien Debt Term Sheet) may incur funded debt that is contractually subordinated to the New First Lien Debt on terms reasonably satisfactory to Apollo and the Specified Term Lenders; and (ii) shall prohibit the

	refinancing of the New First Lien Debt with refinancing debt in a principal amount greater than the principal amount of the then outstanding New First Lien Debt (giving effect to all repayments and permanent reductions thereto), unless such excess is distributed to Reorganized Holdco and the New Holdco Debt is prepaid in the amount of such excess, and certain other conditions reasonably acceptable to Apollo and the Specified Term Lenders are satisfied; and provided, that the covenants shall in any event restrict Reorganized Holdco from engaging in business activities, incurring material liabilities (other than its primary liability for the New Holdco Debt and its guarantor liability for the New First Lien Debt) or owning any material assets other than the equity interests of UniTek Acquisition, Inc. ("UniTek Acquisition"). (b) With respect to the Borrowers' Chapter 11 Cases: (i) the Bankruptcy Court shall have entered the order confirming the Plan (as defined in the Plan Term Sheet) which order shall not have been stayed, revoked or withdrawn; and (ii) the Plan shall have been consummated. (c) The New First Lien Debt shall have been issued on the Closing Date. (d) All fees described above due to the lenders on the Closing Date under the New Holdco Debt, and all fees and expenses due and payable on the Closing Date to the Administrative Agent under the New Holdco Debt, shall have been paid in full in cash on the Closing Date.
Events of Default	Customary and appropriate for a holding company subordinated, payment-in-kind exit financing facility of this type and reasonably acceptable to Apollo and the Specified Term Lenders, including an event of default for any change of control (to be defined in the definitive documentation for the New Holdco Debt), including a cross-acceleration default for an acceleration of the New First Lien Debt (rather than a cross-default).

Exhibit F

DIP FACILITY TERM SHEET

UniTek Global Services, Inc.

DIP FACILITY TERM SHEET

This Term Sheet is provided as a basis for discussion, and is not intended to commit the DIP Lenders (as defined below) to any transaction. It is understood that prior to committing to any transaction contemplated herein, (i) the Borrowers, Apollo (as defined below) and the Specified Term Lenders (as defined in the Plan Term Sheet) will agree to the Budget (as defined below), and (ii) the parties will enter into mutually acceptable definitive documentation. This Term Sheet is intended to summarize the terms and provisions of such definitive documentation. To the extent there is any discrepancy between this Term Sheet and such definitive documentation, the terms and provisions of such definitive documentation will control. This Term Sheet is subject to qualifiers set forth in the Plan Term Sheet. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan Term Sheet.

Borrowers	Unitek Global Services, Inc., Unitek Acquisition, Inc., BCI Communications, Inc., Unitek USA, LLC, Advanced Communications USA, Inc., DirectSat USA, LLC and FTS USA, LLC, as debtors and debtors-in-possession (the "Debtors" or "Borrowers") under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in jointly administered cases (collectively, the "Chapter 11 Cases") in such bankruptcy court as the Debtors may determine (the "Bankruptcy Court").
DIP Agent	Apollo Investment Corporation ("Apollo"), as administrative agent, or a third party agent to be determined (in such capacity, the "DIP Agent")
DIP Lenders	Apollo or one or more of its affiliates, and each of their successors and assigns (collectively, the "Apollo DIP Lenders"); and each of the "Lenders" under the Term Credit Agreement that is a Specified Term Lender and any other participating lenders under the Term Credit Agreement, and each of their successors and assigns (collectively, the "Term Facility DIP Lenders"); (collectively, Apollo DIP Lenders and the Term Facility DIP Lenders are the "DIP Lenders"). Each "Lender" under the Term Credit Agreement that has executed and delivered a counterpart or joinder to the Plan Support Agreement prior to the conclusion of the prepetition solicitation period shall be entitled to subscribe to its ratable share of the Term Facility DIP Lenders' portion of the DIP Facility as of the DIP Closing Date (as defined below) pursuant to procedures approved by the Specified Term Lenders, and any unsubscribed portion shall be backstopped by the Specified Term Lenders on a ratable basis.
DIP Facility	A debtor in possession revolving credit facility (the "DIP Facility") consisting of (i) commitments to lend an aggregate principal amount of up to $43,000,000 as term advances that once borrowed and repaid may not be reborrowed (the "Initial Commitments"), (ii) revolving credit commitments of $10,000,000 for the purpose of providing liquidity for working capital and

	general corporate purposes of the DirectSat Business (the "Revolving Commitments"); (iii) a committed incremental facility to repay the ABL Agent any amount drawn under the $3.7 million letter of credit (the "WTC Letter of Credit") issued to secure certain obligations of the Other Business under ABL Credit Agreement, if and when such WTC Letter of Credit is drawn (the "L/C Commitment"; collectively, the Initial Commitments, the Revolving Commitments and the L/C Commitment are the "DIP Facility Commitments"); and (iv) a roll up of all outstanding letters of credit under the ABL Facility existing as of the Petition Date (the "L/C Roll Up"). The aggregate outstanding amount of the amounts borrowed under the Initial Commitments and the Revolving Commitments are collectively called "DIP Loans". The DIP Loans will be limited to an amount to be mutually agreed upon until entry of the Final Order (as defined below), which amount (the "Initial DIP Draw") may be fully funded on the closing date of the DIP Facility (the "DIP Closing Date").[1] The Initial Commitments, the Revolving Commitments and the L/C Commitment shall each be allocated 50% to the Apollo DIP Lenders and 50% to the Term Facility DIP Lenders, with any drawings on account of such DIP Facility Commitments to be funded ratably by the DIP Lenders according to such commitments. The participation and reimbursement obligations with respect to the L/C Roll Up (other than the L/C Commitment) shall be exposure held only by the Apollo DIP Lenders.
Use of Loans	The DIP Facility will be used (a) to pay costs and expenses in connection with the DIP Facility and the Chapter 11 Cases, (b) to provide financing for working capital and other general corporate purposes of the Borrowers, including but not limited to investments in other subsidiaries of the Borrowers to the extent not prohibited under the definitive loan agreement for the DIP Facility (the "DIP Loan Agreement"), in each case in accordance with the Budget (as defined below), (c) in the case of DIP Loans borrowed under the Revolving Commitments, solely to fund operations and working capital and general corporate purposes of the DirectSat Business, (d) in the case of DIP Loans borrowed under the L/C Commitment, solely to pay the ABL Agent any amount drawn under the $3.7 million letter of credit issued to secure certain obligations of the Other Businesses under ABL Credit Agreement, if and when such letter of credit is drawn, and (e) in the case of DIP Loans borrowed under the Initial Commitments, to pre-fund an account maintained and held by the DirectSat Subsidiaries and the DirectSat Business in an amount of not less than $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, it being understood that such amount of such Initial Commitments shall not be permitted to be utilized for any other purpose) for the benefit of the Other Business. The proceeds of the DIP Facility and cash collateral shall be subject customary prohibitions on the use thereof, including that such amounts may not be used (i) to investigate or challenge the validity, perfection, priority, extent, or enforceability of the DIP Facility, or the liens or security interests securing

[1] The limitations on the use of the Revolving Commitments is set forth above and in the "Use of Loans" below.

	the DIP Facility or to assert any claims against the DIP Agent or the DIP Lenders, or (ii) to investigate or challenge the validity, perfection, priority, extent, or enforceability of the indebtedness under the Prepetition Secured Credit Agreements (as defined below), or the liens or security interests securing such indebtedness, or (iii) to assert any claims against the lenders or agents under (a) the ABL Credit Agreement or (b) the Term Loan Agreement (collectively the "Prepetition Secured Credit Agreements"), or (iv) to fund distributions to creditors.
Fees	(i) Upfront Fee: 1.0% of the total DIP Facility Commitments, earned on the date of entry of the Interim Order (as defined below) and due and payable on the closing date of the DIP Facility (the "DIP Closing Date"); (ii) Extension Fee: 0.50% of the total DIP Facility Commitments, fully earned on the date of delivery of notice of an election to extend the maturity of the DIP Facility, and due and payable upon delivery of a notice of an election to exercise such extension; (iii) Unused Commitment Fee: 0.5% per annum of the daily average unused portion of the DIP Facility Commitments, due and payable monthly in arrears and upon the maturity or termination of the DIP Facility; and (iv) Agency Fee: to the DIP Agent, in its capacity as administrative agent under the DIP Loan Agreement, solely for its own account, a fee of $15,000 (except that if Apollo is not the DIP Agent, such fee shall be the administration fee of the relevant third party administrative agent), payable on the DIP Closing Date and on each anniversary thereof until termination of the DIP Facility.
Interest Rates	The interest rates under the DIP Facility will be the Eurodollar Rate (as defined in the ABL Credit Agreement) + 8.50% per annum, with 1.0% per annum of such amount payable in kind, or, at the Borrowers' election, the Alternate Base Rate (as defined in the ABL Credit Agreement) + 7.50% per annum, with 1.0% per annum of such amount payable in kind, payable monthly in arrears. To the extent the ABL Agent issues letters of credit under the Revolving Commitments, the initial letter of credit fees (excluding the fronting fee payable to the issuer thereof) payable to all lenders holding participations with respect to such letters of credit shall equal 8.00% per annum on the face amount of any such outstanding letters of credit, payable quarterly in arrears. Letter of credit fees and interest rates applicable to the L/C Rollup (and the unfunded WTC Letter of Credit) shall be the applicable pre-Petition Date rates as set forth in the ABL Credit Agreement. The Borrowers may elect interest periods of 1 month for Eurodollar Rate borrowings. The Eurodollar Rate floor shall be 1.0% per annum. The interest rates payable with respect to obligations under the DIP Facility shall increase by 2.0% per annum during the existence of an event of default under the DIP Facility.

Maturity	All obligations under the DIP Facility, accrued or otherwise, shall be due and payable in full on the earliest of (i) January 21, 2015, provided that this date may be extended (a) for an additional 30 days upon delivery of a notice and payment of the Extension Fee in each case on or after January 11, 2015 but before January 15, 2015, and (b) for a further 30 days upon delivery of notice and the consent of Apollo and the Specified Term Lenders, in each case so long as no event of default under the DIP Facility has then occurred and is continuing; (ii) the effective date of a Chapter 11 plan of reorganization for the Borrowers; and (iii) the date on which maturity of the Loans is accelerated pursuant to the DIP Loan Agreement as a result of an event of default under the DIP Facility. Notwithstanding the foregoing, as set forth in the Plan, upon the occurrence of the effective date of the Plan, each holder of a claim under the DIP Facility shall receive Tranche A New First Lien Debt in a face amount equal to the amount of such claim, and such holder shall thereupon be committed to fund the unfunded portion of its Revolving Commitment and L/C Commitment under the DIP Facility in accordance with the terms of the New First Lien Debt Term Sheet.
Prepayments	The Borrowers may optionally prepay amounts outstanding under the DIP Facility, together with accrued interest thereon. Mandatory prepayments of the DIP Loans shall be required with net cash proceeds from asset sales outside the ordinary course of business, casualty or loss events and other events to be agreed, subject to baskets and reinvestment provisions to be mutually agreed upon.
Collateral	The DIP Facility will be secured by a priming, senior first-priority perfected lien, granted by the Debtors and approved by the Bankruptcy Court pursuant to section 364(c)(2) and 364(d) of the Bankruptcy Code in all present and after-acquired assets of the Debtors, including avoidance actions and any proceeds thereof (the "DIP Collateral"), subject only to the Carve-Out (as defined below), and all as provided in the Interim Order and the Final Order (the "DIP Liens"). The Specified Term Lenders and other Term Facility DIP Lenders will direct the agent under the Term Credit Agreement to consent to such priming.
Priority and Liens; Carve-Out	All obligations of the Borrowers under the DIP Facility at all times shall constitute allowed super-priority administrative expense claims in the Chapter 11 Cases (the "DIP Administrative Claim"), having priority over all administrative expenses of the kind specified in, or ordered pursuant to, sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b) or 726 or any other provisions of the Bankruptcy Code, subject only to a carve-out for (i) allowed, accrued, but unpaid professional fees, costs and expenses of the Borrowers (other than any "success" or similar fees payable to such professionals) to the extent provided for in the Budget, incurred at any time prior to DIP Agent's delivery of a Carve-Out Trigger Notice (as defined below), (ii) professional fees, costs and expenses of the Borrowers incurred at any time in the Chapter 11 Cases after delivery of a Carve-Out Trigger Notice not to exceed $250,000 and (iii) the payment of fees and expenses

	pursuant to 28 U.S.C. § 1930 (collectively, the "Carve-Out"). The Carve-Out and any DIP Loans may not be used to investigate or challenge the validity, perfection, priority, extent, or enforceability of the DIP Facility or the indebtedness under the Prepetition Secured Credit Agreements, or the liens or security interests securing the DIP Facility or the indebtedness under the Prepetition Secured Credit Agreements, or assert any claims against the lenders or agents under the Prepetition Secured Credit Agreements. "Carve-Out Trigger Notice" means written notice to the Borrowers that the Carve-Out is invoked, which notice shall be delivered only after the occurrence and during the continuation of an event of default (including with respect to any applicable grace periods) under the DIP Facility.
Adequate Protection	The agent and the lenders under the ABL Credit Agreement (the "Prepetition ABL Lenders") shall receive valid, binding, enforceable and perfected replacement liens upon and security interests in the DIP Collateral (the "Prepetition ABL Replacement Lien"). The Prepetition ABL Replacement Lien shall (i) be junior and subordinate only to the Carve-Out and the liens and security interests granted to the DIP Agent (the "DIP Liens"), and (ii) otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (other than the Term Debt Priority Collateral (as defined in the existing intercreditor agreement between the creditors under the ABL Credit Agreement and the Term Loan Agreement, herein (the "Intercreditor Agreement")) and the Prepetition Term Loan Replacement Liens (defined below) on collateral consisting of Term Debt Priority Collateral) and (iii) be subject in all respects to the Intercreditor Agreement. For avoidance of doubt, the Prepetition ABL Replacement Lien on Term Debt Priority Collateral shall be junior to the prepetition liens of the agent for the Prepetition Term Lenders and the Prepetition Term Loan Replacement Lien thereon. As further adequate protection, the Prepetition ABL Lenders (including the holders of the "Last Out Loans" under, and as defined in the ABL Credit Agreement) shall also be entitled to payment of interest and fees (in each case, at the applicable non-default rate) due under the ABL Credit Agreement, at the times specified therein (and subject to the limitations therein on the portion of such interest payable in cash on such Last Out Loans), and notwithstanding anything to the contrary in the existing subordination agreement (the "Subordination Agreement") among the holders of the Last Out Loans and the other Prepetition ABL Lenders, the holders of the Last Out Loans shall be entitled to retain all such payments of interest and fees, without any obligation to turn over same to or for the benefit of the other Prepetition ABL Lenders; provided, however, that the Prepetition ABL Lenders shall cease to be bound by the agreements described in this sentence (excluding this proviso and the subsequent provisos to this sentence) in the event both (x) the Plan Support Agreement terminates or an event of default occurs under the DIP Facility that is not cured or waived and (y) the Prepetition ABL Lenders (other than the Last Out Lenders) elect to cease to be bound by the agreements described in this sentence (excluding this proviso this proviso and the subsequent provisos to this sentence); provided, further, that to the extent the Prepetiton ABL Lenders make such election, all parties rights are reserved notwithstanding the entry of the DIP Order or anything otherwise set forth herein; provided, further that all payments of interest and fees made prior to any such election

	shall not be subject to turn over. Except as expressly set forth in the preceding sentence, the Subordination Agreement shall remain in full force and effect. Subject to the terms of the Intercreditor Agreement, the Prepetition ABL Lenders may seek further or additional adequate protection at any time. The agents and the lenders under the Term Loan Agreement (the "Prepetition Term Lenders" (which for avoidance of doubt shall exclude such persons in their capacity as holders of 'Last Out Loans" under (and as defined in) the ABL Credit Agreement) shall receive valid, binding, enforceable and perfected replacement liens upon and security interests in the DIP Collateral (the "Prepetition Term Loan Replacement Lien"). The Prepetition Term Loan Replacement Lien shall (i) be subject in all respects to the Intercreditor Agreement, (ii) be junior and subordinate only to the Carve-Out and the, DIP Liens and (iii) otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (other than the ABL Priority Collateral (as defined in the Intercreditor Agreement) and the Prepetition ABL Replacement Liens on collateral consisting of ABL Priority Collateral). For avoidance of doubt, the Prepetition Term Loan Replacement Lien on ABL Priority Collateral shall be junior to the prepetition liens of the Prepetition ABL Lenders and the Prepetition ABL Replacement Lien thereon. As further adequate protection, the Prepetition Term Lenders shall be entitled to accrue postpetition interest (at the applicable non-default rate) during the Chapter 11 Cases, and such accrued postpetition interest will be added to the principal balance of their claims under the Term Loan Credit Agreement; provided, however, that if the Plan is not consummated, then the postpetition interest claim shall be treated in accordance with Section 506(b), 506(c) or any other applicable provision of the Bankruptcy Code. Subject to the Intercreditor Agreement, the Prepetition Term Lenders and the agent for the Prepetition Term Lenders may seek further or additional adequate protection at any time.
Conditions to Closing	The conditions precedent to the DIP Closing Date include the usual and customary conditions for financings of this type, including, among other things, delivery of financing documentation, payment of fees and expenses, governmental and third-party approvals, the receipt by the DIP Lenders of a copy of the Budget and the 13-Week Forecast, both in form and substance satisfactory to Apollo and the Specified Term Lenders, the entry of an interim order (the "Interim Order") satisfactory to Apollo and the Specified Term Lenders, which shall not be stayed, reversed, vacated or amended, receipt by the DIP Lenders of all first day motions, which must be acceptable to Apollo and the Specified Term Lenders, and closing of the DIP Facility within 5 days following entry of the Interim Order. The conditions precedent to all borrowings include customary notice of borrowing, no default or event of default under the DIP Facility, accuracy of representations and warranties in all material respects, compliance with the Budget, and entry of the applicable DIP Orders, which shall not be stayed, reversed, vacated or amended.
Representations and	Customary and appropriate representations and warranties for debtor-in-possession financings, including without limitation representations and

Warranties	warranties that all necessary court authorizations are in full force and effect and shall not have been vacated, stayed, reversed, modified or amended.
Affirmative Covenants	Affirmative and reporting covenants will be in substantially the same form as exists under the ABL Credit Agreement and such additional affirmative covenants as are customary and appropriate for a debtor-in-possession financing, including without limitation delivery to the DIP Lenders on a weekly basis of any amendments to the Budget and the Budget Variance (as defined below), and delivery to DIP Lenders of (and consultation with Apollo and the Specified Term Lenders on) all other material pleadings to be filed in the Chapter 11 Cases.
Negative Covenants	Customary and appropriate negative covenants for debtor-in-possession financings, including, without limitation, restrictions on liens, indebtedness, consolidation or merger, disposition, affiliate transactions, dividends and distributions and other restricted payments, investments, sale and leaseback, changes in nature of the business, and amendments to governing documents, modification of indebtedness and cash management system (to be maintained in substantially the same form as required under the ABL Credit Agreement).
Financial Covenants	Customary and appropriate financial covenants for debtor-in-possession financings (including variances and cushions) to be mutually agreed upon.
Budget	The budget shall be prepared and delivered by the Borrowers on or prior to the DIP Closing Date and shall reflect projected receipts and expenditures on a weekly basis from the DIP Closing Date for the 13-week period (the "13-Week Forecast") following the DIP Closing Date, and shall be in form and substance acceptable to Apollo and the Specified Term Lenders, and shall be updated each week pursuant to amendments thereto as approved by Apollo and the Specified Term Lenders (such budget, as so amended, the "Budget"). The Borrowers shall deliver on a weekly basis to the DIP Lenders a variance report comparing receipts and expenditures to the Budget for the rolling 13-week period immediately following the date of each such delivery (a "Budget Variance").
Certain Documentation Matters	This Term Sheet is a summary of certain, but not all, of the material terms to be contained in the definitive documentation with respect to the DIP Facility. The actual terms and conditions upon which the DIP Lenders would enter into the DIP Facility are subject to negotiation, execution and delivery of definitive DIP Loan Agreement and related documentation (the "DIP Documentation"), acceptable in all respects to the DIP Lenders in their sole discretion, corporate approvals and such other terms and conditions as may be determined by the DIP Lenders. The representations, warranties, covenants and events of default with respect to the Borrowers set forth in the DIP Documentation shall be generally consistent with the ABL Credit Agreement documentation as amended to the extent necessary to reflect this Term Sheet and the facts and circumstances of the Chapter 11 Cases or desirable in the judgment of Apollo and the Specified Term Lenders.

Events of Default	Customary and appropriate for debtor-in-possession financings, including, without limitation, non-payment of principal, interest and fees when due, failure to comply with the terms of the Budget, default under affirmative, negative and financial covenants, breaches of representations and warranties, default as to other indebtedness, invalidity or impairment of documents, judgments, change of control, ERISA events, failure of guaranty or lack of security interest, dismissal or conversion of the Chapter 11 Cases or appointment of a chapter 11 trustee or an examiner or similar insolvency official or administrator with expanded powers, allowance of superpriority claims *pari passu* with the Superpriority Claims, non-entry of Interim Order or Final Order in form and substance satisfactory to Apollo and the Specified Term Lenders, the failure of the Borrowers to obtain a final order from the Bankruptcy Court reasonably satisfactory in form and substance to Apollo and the Specified Term Lenders authorizing the DIP Facility (the "Final Order"; together with the Interim Order, the "DIP Orders") within 30 days after the Petition Date, filing by any Loan Party of a motion or pleading seeking to reverse, amend, stay or vacate the Interim Order or the Final Order or challenge the DIP Facility documentation, or consent by any Loan Party to any such motion or pleading filed by any other person, relief from the automatic stay with respect to the DIP Collateral or with respect to the exercise of termination rights under any material contract, the surcharge of any costs or expenses against the DIP Collateral, non-compliance with the Interim Order or Final Order, modification or reversal of the Interim Order or the Final Order without the consent of Apollo and DIP Lenders holding a majority of the funded and unfunded exposure under the DIP Facility (the "Required DIP Lenders"), payment of prepetition liabilities without the consent of the Required DIP Lenders other than as set forth in the first day motions, sale of assets outside the ordinary course of business without the consent of the Required DIP Lenders, filing or court approval of any plan of reorganization without consent of Apollo and the Specified Term Lenders, receipt by the Borrowers of notice under the Plan Support Agreement (as defined below) of the occurrence of any "PSA Termination Event" (as defined in the Plan Support Agreement), or delivery of notice by the DIP Agent or any DIP Lender to the Borrowers of any such occurrence (with a two business day cure period), the failure of the Plan Support Agreement to remain in full force and effect, the termination of the HSP Agreement (as defined in the Plan Support Agreement) or the issuance by DIRECTV of an HSP Termination Notice (as defined in the Plan Support Agreement), and any amendment, modification or supplement to the Plan Support Agreement that is adverse in any respect to the interests of the DIP Lenders.
Amendments	Amendments and waivers will require the approval of Required DIP Lenders; provided that (i) the consent of each adversely affected Lender will be required with respect to, among other things, increases in the commitment of such DIP Lender, reductions of principal, interest or fees or delays in the scheduled payment date therefor, releases of the Borrowers or the other Debtors of their respective obligations or release of all or substantially all of the DIP Collateral; and (ii) the consent of all DIP Lenders shall be required to effect any amendment with respect to interest rates on, or maturity of the DIP Facility or the definition of Required DIP Lenders.

Payment of Professional Fees	The Borrowers will pay on a current basis all reasonable and documented costs, fees and out of pocket expenses of the DIP Agent and the DIP Lenders and advisors to the DIP Agent and DIP Lenders, including costs, fees and expenses incurred in connection with the negotiation and documentation of the DIP Facility, and shall reimburse the DIP Agent and the DIP Lenders and such advisors for such other costs and expenses provided for in the DIP Loan Agreement.
Waivers	The DIP Orders shall provide customary waivers, including the waiver of the automatic stay in connection with the DIP Agent's and DIP Lenders' enforcement of remedies upon an event of default under the DIP Facility, the waiver of any surcharge of costs or expenses under section 506(c) of the Bankruptcy Code, the waiver of any right to marshalling, and the waiver of the "equities of the case" exception under section 552(b) of the Bankruptcy Code.
Stipulations. etc.	Pursuant to the DIP Orders, the Debtors shall provide customary stipulations as to the validity and priority of the DIP Facility and the Prepetition Secured Credit Agreements, it being understood that such stipulations shall be subject to a customary challenge period after the Petition Date by the Committee (if any). The DIP Documentation shall not supersede the existing subordination agreement entered into with respect to the "Last Out Loans" (as defined in the ABL Credit Agreement) or the existing intercreditor agreement entered into with respect to the Prepetition Secured Credit Agreements.
Release	Pursuant to the Final Order, the Debtors shall release all claims against (i) the lenders and agents under the Prepetition Secured Credit Agreements, and (ii) the DIP Agent and the DIP Lenders in connection with any claim arising out of this Term Sheet or the DIP Facility.

Exhibit G

Plan Support Agreement

PLAN SUPPORT AGREEMENT

This Plan Support Agreement (the "**PSA**"), dated as of October17, 2014, and effective as of the date on which all parties to this PSA have executed this PSA (the "**PSA Effective Date**"), is entered into by and among the following parties:

i. UniTek Global Services, Inc. ("**UniTek**"), UniTek Holdings, Inc., UniTek Midco, Inc., UniTek Acquisition, Inc., Nex-link USA, UniTek USA, LLC, Pinnacle Wireless USA, Inc., DirectSAT USA, Inc. ("**DirectSAT**"), FTS USA, LLC, and Advanced Communications USA, Inc. (collectively, the "**Debtors**");

ii. Apollo Investment Corporation, as agent for the ABL Facility Lenders[1] under the ABL Facility Credit Agreement (the "**ABL Facility Agent**");

iii. the undersigned ABL Facility Lenders (the "**ABL Facility Consenting Lenders**");

iv. the undersigned Term Loan Lenders (the "**Term Loan Consenting Lenders**" and collectively with the ABL Facility Consenting Lenders, the "**Consenting Lenders**"); and

v. DIRECTV, LLC ("**DIRECTV**" and collectively with the parties listed in paragraphs (i) through (iv), the "**Plan Support Parties**").

RECITALS

WHEREAS, the Debtors, the ABL Facility Agent and the Consenting Lenders have negotiated certain restructuring and recapitalization transactions with respect to the Debtors' capital structure, including the Debtors' respective obligations under the ABL Facility Credit Agreement and the Term Loan Credit Agreement.

WHEREAS, the Debtors intend to commence voluntary reorganization cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101-1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (such court, the "**Bankruptcy Court**") to effect restructuring and recapitalization transactions through a prepackaged chapter 11 plan of reorganization consistent with the Plan of Reorganization Term Sheet (the "**Plan Term Sheet**") attached as Exhibit A hereto and the New First Lien Debt Term Sheet (the "**Debt Term Sheet**") attached as Exhibit B hereto (as may be amended, supplemented or revised from time to time in accordance with this PSA, the "**Plan**"),

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[1] The Plan Term Sheet and the Debt Term Sheet are collectively referred to as the "**Term Sheets**". All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Term Sheets.

all of which shall be on the terms and conditions described in this PSA (such transactions, the "**Restructuring Transactions**").

WHEREAS, DIRECTV and DirectSAT are parties to that certain 2012 Homes Services Provider Agreement dated as of October 15, 2012, as amended (the "**HSP Agreement**"), and each party to the HSP Agreement has the right to terminate the HSP Agreement without cause by giving the other party at least 180 days prior written notice (an "**HSP Termination Notice**").

NOW, **THEREFORE**, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Plan Support Parties, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Definitive Documentation

1. The definitive documentation and agreements governing the Restructuring Transactions (collectively, the "**Plan Restructuring Documents**") shall consist of: (a) the Plan (and all exhibits thereto); (b) the Confirmation Order and all pleadings in support of confirmation of the Plan; (c) the Disclosure Statement and the other solicitation materials in respect of the Plan (such materials, the "**Solicitation Materials**"); (d) the combined motion for entry of an order (i) scheduling a combined hearing on approval of the Disclosure Statement and confirmation of the Plan, (ii) establishing procedures for objecting to the Disclosure Statement and Plan, (iii) approving the Solicitation Materials, and (iv) granting related relief; (e) the DIP Facility Credit Agreement and related documents and the interim and final orders approving same; (f) the motion for approval of or authority to assume the PSA; and (g) all other documents that will comprise the Plan Supplement. The Plan Restructuring Documents remain subject to negotiations and completion and shall, upon completion, contain terms, conditions, representations, warranties and covenants consistent with the terms of this PSA and shall otherwise be in form and substance reasonably acceptable to each of the Debtors, the ABL Facility Agent and the Term Loan Consenting Lenders holding at least 50.1% in principal amount of the aggregate amount of the Term Loan Facility Claims held by the Term Loan Consenting Lenders (the "**Required Term Loan Consenting Lenders**"), and the Plan shall be in form and substance reasonably acceptable to each of the Plan Support Parties.

Commitments Regarding the Restructuring Transactions

2. During the period beginning on the PSA Effective Date and ending on a Termination Date (as defined herein) (such period, the "**Effective Period**"):

(a) each of the Consenting Lenders that is entitled to accept or reject the Plan pursuant to its terms agrees that it shall, subject to the receipt by such Consenting Lender of the Disclosure Statement and the Solicitation Materials (x) vote each of its Claims to accept the Plan by delivering its duly executed and completed Ballot accepting the Plan on a timely basis following commencement of the solicitation and its actual receipt of the Solicitation Materials

and Ballot; and (y) not change or withdraw such vote (or cause such vote to be changed or withdrawn);

(b) each Plan Support Party agrees that it shall not directly or indirectly (x) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions, (y) propose, file, support or vote for any restructuring, workout, plan of arrangement, or plan of reorganization for the Debtors other than the Restructuring Transactions, or (z) in the case of the Term Loan Consenting Lenders, direct or authorize Cerberus Business Finance, LLC, in its capacity as successor administrative agent under the Term Loan Credit Agreement (the "**Term Loan Agent**" and collectively with the ABL Facility Agent, the "**Agents**") to take any action contemplated in (x) or (y) of this paragraph;

(c) upon the commencement by the Debtors of the Chapter 11 Cases, the automatic stay under the Bankruptcy Code shall be invoked, and each of the ABL Facility Agent and the Consenting Lenders agrees that, except to the extent expressly contemplated under the Plan, this PSA and the Plan Restructuring Documents, it will not, and, with respect to the Consenting Lenders, will not direct the ABL Facility Agent or the Term Loan Agent, as applicable to, exercise any right or remedy for the enforcement, collection, or recovery of any of the Claims against the Debtors, and any other claims against any direct or indirect subsidiaries of the Debtors that are not Debtors; *provided*, *however*, that notwithstanding anything to the contrary in this PSA, nothing shall limit the rights and remedies of any Consenting Lender under the DIP Facility Credit Agreement or related documents or orders;

(d) each Plan Support Party agrees to support and take all necessary steps to effectuate the Restructuring Transactions, including timely providing all requisite consents and approvals as required in order for the Debtors to commence the Chapter 11 Cases;

(e) the Debtors shall (i) seek Bankruptcy Court approval of or authority to assume this PSA on a first-day motion basis; (ii) take all steps necessary or desirable to obtain orders of the Bankruptcy Court in respect of the Restructuring Transactions, including obtaining entry of the Confirmation Order; (iii) support and take all steps reasonably necessary or desirable to consummate the Restructuring Transactions in accordance with this PSA, including the preparation and filing within the time-frame provided herein of the Plan Restructuring Documents; (iv) execute and deliver any other required agreements to effectuate and consummate the Restructuring Transactions; (v) obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions; (vi) complete the Restructuring Transactions within the time-frame provided herein; (vii) operate their business in the ordinary course, taking into account the Restructuring Transactions; and (viii) not object to, delay, impede or take any other action this is materially inconsistent with, or is intended or is likely to interfere in a material way with the acceptance or implementation of the Restructuring Transactions; and

(f) the Plan shall provide that 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.

3. Notwithstanding anything to the contrary herein, nothing in this PSA shall require the board of directors, board of managers, or similar governing body of a Debtor to take any action, or refrain from taking any action, with respect to the Restructuring Transactions to the extent such board of directors, board of managers, or similar governing body determines, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations or duties under applicable law.

Transfers of Claims

4. During the Effective Period, no Consenting Lender shall transfer any Claim to any person or entity that is not a Plan Support Party (a "**Third-Party Transferee**"); *provided*, *however*, a Consenting Lender may transfer a Claim to a Third-Party Transferee if such Third-Party Transferee agrees to be bound by this PSA in a writing in form and substance reasonably acceptable to each of the remaining Plan Support Parties. Any transfer made in violation of this paragraph shall be void *ab initio*. For the avoidance of doubt, the Fourth Amendment to the Term Loan Credit Agreement, effective July 28, 2014, remains in full force and effect including any restrictions or prohibitions on the Term Loan Consenting Lenders' ability to transfer any Claims, including Term Loan Claims. This Agreement shall in no way be construed to preclude the Consenting Lenders from acquiring additional Claims; *provided, however*, that (i) any Consenting Lender that acquires additional Claims, as applicable, after the PSA Effective Date shall promptly notify the Debtors of such acquisition including the amount of such acquisition and (ii) such acquired Claims shall automatically and immediately upon acquisition by a Consenting Lender, as applicable, be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to the Debtors).

Representations and Warranties of Consenting Lenders

5. Each Consenting Lender, severally, and not jointly, represents and warrants that:

(a) it is the beneficial owner of the face amount of the Claims, or is the nominee, investment manager, or advisor for beneficial holders of the Claims, as reflected in such Consenting Lender's signature block to this PSA, which amount each Plan Support Party understands and acknowledges is proprietary and confidential to such Consenting Lender (such Claims, with respect to each such Consenting Lender, the "**Owned Claims**");

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning the Owned Claims;

(c) the Owned Claims are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Lender's ability to perform any of its obligations under this PSA at the time such obligations are required to be performed; and

(d) as of the date hereof, it has no actual knowledge of any event that, due to any fiduciary or similar duty to any other person or entity, would prevent it from taking any action required of it under this PSA.

Mutual Representations, Warranties, and Covenants

6. Each of the Plan Support Parties represents, warrants, and covenants to each other Plan Support Party:

(a) it is validly existing and in good standing under laws of the state of its organization, and this PSA is a legal, valid, and binding obligation of such Plan Support Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this PSA, the Plan Restructuring Documents or the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform the respective obligations under, this PSA;

(c) except as expressly provided in this PSA, it has all requisite corporate or other power and authority to enter into, execute, and deliver this PSA and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this PSA;

(d) except as expressly set forth herein and with respect to the Debtors' performance of this PSA (and subject to necessary Bankruptcy Court approval and/or regulatory approvals associated with the Restructuring Transactions), the execution, delivery, and performance by it of this PSA does not, and shall not, require any registration or filing with consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body; and

(e) the execution, delivery, and performance of this PSA does not and shall not: (i) violate any provision of law, rules or regulations applicable to it or any of its subsidiaries in any material respect; (ii) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it is a party, which conflict, breach or default would have a material adverse effect on the Restructuring Transactions.

Acknowledgement

7. Notwithstanding any other provision herein, this PSA is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of §§1125 and 1126 of the Bankruptcy Code. Any such offer or solicitation will be made only in compliance with all applicable securities laws and provisions of the Bankruptcy Code.

PSA Termination Events

8. This PSA shall terminate two business days after the delivery to the Plan Support Parties, in accordance with paragraph 31 hereof, of a written notice (a "**PSA Termination Event Notice**") by, as applicable: (i) the Debtors, solely with respect to section (f) hereof; (ii) DIRECTV; (iii) ABL Facility Agent; (iv) ABL Facility Consenting Lenders holding at least 50.1% in principal amount of the aggregate amount of the ABL Facility Claims held by the ABL Facility Consenting Lenders (the "**Required ABL Facility Consenting Lenders**"); or (v) Required Term Loan Consenting Lenders, in each case, in the exercise of their discretion, upon the occurrence of any of the following events (a "**PSA Termination Event**"):

(a) the Debtors shall not have commenced solicitation of votes on the Plan on or before October 21, 2014;

(b) the Debtors shall not have commenced the Chapter 11 Cases on or before November 11, 2014;

(c) the Bankruptcy Court shall not have entered the Confirmation Order on or before the date that is 66 days from the Petition Date;

(d) the Bankruptcy Court otherwise grants relief that would have a material adverse effect on the Restructuring Transactions;

(e) the Effective Date of the Plan ("**Plan Effective Date**") shall not have occurred on or before January 21, 2015;

(f) the breach by any Plan Support Party of any of the representations, warranties, or covenants of such breaching Plan Support Party as set forth in this PSA that would have a material adverse effect on the Restructuring Transactions; *provided*, *however*, that any PSA Termination Event Notice based on this paragraph shall expressly detail any such breach and, if such breach is capable of being cured, the breaching Party shall have twenty (20) business days after receiving such PSA Termination Event Notice to cure such breach;

(g) any of the Plan Restructuring Documents shall have been modified in a way that is materially adverse to any Plan Support Party and such Plan Support Party has not given its prior written consent to such modification;

(h) the withdrawal, amendment, modification of, or the filing of a pleading by the Debtors seeking to amend or modify, the Plan or any other Restructuring Transaction document materially inconsistent with the PSA;

(i) the filing by the Debtors of any motion or other request for relief seeking (i) to voluntarily dismiss any of the Chapter 11 Cases, (ii) to convert any of the Chapter 11 Cases to chapter 7, or (iii) to appoint a trustee or an examiner with expanded powers in any of the Chapter 11 Cases;

(j) the entry of an order by the Bankruptcy Court (i) dismissing any of the Chapter 11 cases, (ii) converting any of the Chapter 11 cases to a case under Chapter 7 of the Bankruptcy Code, or (iii) appointing a trustee or an examiner with expanded powers in any of the Chapter 11 cases;

(k) prior to the Petition Date, an involuntary bankruptcy case is commenced against any of the Debtors, which is not dismissed or withdrawn within 7 days;

(l) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to (i) any material assets of any Debtor other than DirectSAT, without the prior written consent of the ABL Facility Agent, and the Required Term Loan Consenting Lenders or (ii) any material assets of DirectSAT, without the prior written consent of the ABL Facility Agent, the Required Term Loan Consenting Lenders, and DIRECTV.

(m) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued an order making illegal or otherwise restricting, preventing, or prohibiting the Restructuring Transactions in a way that cannot be reasonably remedied;

(n) on or before the earlier of November 10, 2014 or the commencement of the Chapter 11 Cases, the Debtors and all Tier 1 and Tier 2 Participants under, and as defined in, that certain Unitek Global Services Inc. Change in Control Severance Plan (the "**Severance Plan**") shall not have entered into an amended and restated version of the Severance Plan on terms and conditions acceptable to the Required ABL Facility Consenting Lenders and the Required Term Loan Consenting Lenders in their respective sole discretion; or

(o) the Debtors' exclusive right to file a plan is terminated or expires.

9. Any PSA Termination Event may be waived and any date described in the prior paragraph may be extended by written consent of (x) the ABL Facility Agent, on behalf of itself and the ABL Facility Consenting Lenders, (y) the Required Term Loan Consenting Lenders, and (z) DIRECTV.

10. Any Debtor may terminate this PSA as to all Plan Support Parties upon five business days' prior written notice, delivered in accordance with paragraph 30 hereof, if and when the board of directors, board of managers, or such similar governing body of any Debtor determines based on advice of counsel that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties.

11. This PSA and the obligations of all Plan Support Parties hereunder may be terminated by mutual agreement among the following: (i) each of the Debtors; (ii) DIRECTV; (iii) the ABL Facility Agent; (iv) the Required ABL Facility Consenting Lenders; and (v) the Required Term Loan Consenting Lenders.

12. This PSA shall terminate automatically without any further required action or notice on the Plan Effective Date.

13. No Plan Support Party, may terminate this PSA if such party failed to perform or comply in all material respects with the terms and conditions of this PSA, with such failure to perform or comply causing, or resulting in, the occurrence of one or more termination events specified herein, including any PSA Termination Event described in paragraph 8 hereof, *provided, however*, that the failure of a Plan Support Party to perform or comply in any material respects with the terms and conditions of this PSA shall be deemed waived and not prevent such Plan Support Party from terminating this PSA unless notice is given to such Plan Support Party seeking to terminate the PSA within five days of the date upon which the other Plan Support Parties obtained actual knowledge, or should have obtained actual knowledge, of such failure. Further, the Plan Support Party shall have the opportunity to contest the existence of such a failure and to cure such a failure. The date on which termination of this PSA is effective in accordance with paragraphs 8 through 12 herein shall be referred to as a "**Termination Date**." Except as set forth below, upon the occurrence of a Termination Date, this PSA shall be of no further force and effect, and each Plan Support Party shall be released from its commitments, undertakings, and agreements under or related to this PSA and shall have the rights and remedies that it would have had, had it not entered into this PSA, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this PSA. Upon the occurrence of a Termination Date, any and all consents or ballots tendered by the Plan Support Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Plan Support Parties in connection with the Restructuring Transactions, this PSA or otherwise. Notwithstanding anything to the contrary in this PSA, the foregoing shall not be construed to prohibit the Debtors or any other Plan Support Party from contesting whether any such termination is in accordance with the terms of this PSA or seeking enforcement of any rights under this PSA that arose or existed before a Termination Date.

No Violation of the Automatic Stay

14. The automatic stay applicable under §362 of the Bankruptcy Code shall not prohibit (i) a Plan Support Party from taking any action necessary to effectuate the termination of this PSA pursuant to the terms hereof, including the delivery of a PSA Termination Event Notice, or (ii) DIRECTV from delivering a HSP Condition Notice (as defined herein).

DIRECTV Matters

15. Upon the occurrence of the PSA Effective Date, all HSP Termination Notices, if any, shall be automatically revoked and deemed null and void.

16. During the Effective Period, DIRECTV shall not issue an HSP Termination Notice so long as the following conditions (the "**HSP Conditions**") are met:

(a) DirectSAT maintains adequate funding to enable it to perform its obligations under the HSP Agreement and satisfy its other financial obligations as they come due in the ordinary course of business, with such funding measured based on the Debtors' unrestricted cash and cash equivalent, marketable securities and availability under their various credit facilities, in an amount of at least $10 million;

(b) DirectSAT remains current (*i.e.* within applicable terms) on all undisputed payments to vendors, employees and former employees (including severance) and provides projections to DIRECTV, based upon reasonable assumptions of DirectSAT's management, indicating that it will continue to be current (*i.e.* within applicable terms), except to the extent DirectSAT may be prohibited from doing so pursuant to any provision of the Bankruptcy Code after the commencement of the Chapter 11 Cases or pursuant to a budget in connection with the DIP Facility or the Debtors' use of cash collateral;

(c) none of the DirectSAT personnel holding the following positions working on the DIRECTV business shall have terminated his or her employment with DirectSAT unless within 15 days after such termination DirectSAT shall have appointed as a replacement of such personnel a person or persons acceptable to DIRECTV in its reasonable discretion: (i) President; (ii) Vice President of Operations; (iii) Supervisor of Supply Chain; (iv) Supervisor of Analytics; (v) Regional Directors of Operation; and (vi) Manager of Finance. DirectSAT shall use commercially reasonable best efforts to retain the personnel, including but not limited to technicians, necessary to perform the DIRECTV business;

(d) Debtors shall give DIRECTV notice of any litigation commenced against them within 14 days after Debtors are served with such litigation and no new, nonfrivolous litigation, including adversary proceedings in the Chapter 11 Cases, is filed against UniTek or DirectSAT that (a) DIRECTV considers in its reasonable discretion to be reasonably likely to have a material adverse effect on the Debtors' ability to consummate the Restructuring Transactions, taken as a whole, and (b) is not withdrawn or dismissed within 20 business days after DIRECTV has notified UniTek and DirectSAT in writing that it has provided the Plan Support Parties notice of the determination referenced in clause (a);

(e) DirectSAT operational performance under the HSP Agreement remains at substantially the same level of performance in all DIRECTV markets as measured by the average contractual incentive/chargeback metrics over the prior rolling three month period, as determined by DIRECTV in its sole discretion.

(f) DirectSAT provides DIRECTV with the same reporting and projections it provides to the Agents at substantially the same time as it provides such reporting and projections to the Agents;

(g) DirectSAT, so long as requested by DIRECTV, holds bi-weekly conference calls with DIRECTV to review DirectSAT's financial condition; and

(h) DIRECTV receives full copies of any UniTek or DirectSAT financing documentation within three business days after the execution of such documentation.

17. Notwithstanding anything in this PSA,

(a) DIRECTV may exercise its rights to terminate the HSP Agreement with cause or based on a material noncurable breach according to the terms of the HSP Agreement other than a breach of a kind specified in section 365(b)(2) (A), (B) or (D).of the Bankruptcy Code.

(b) If a Termination Date (as defined herein) (other than the occurrence of the Effective Date) occurs and DIRECTV delivers, prior to the Effective Date, a notice in writing in accordance with paragraph 31 to the Debtors, the ABL Facility Agent, and the Consenting Lenders that it has elected to terminate the HSP Agreement, then the HSP Agreement shall terminate automatically on the first business day that is 180 days from the PSA Effective Date, without the requirement of an HSP Termination Notice or any other further notice or action or the necessity of obtaining relief from the stay.

(c) If DIRECTV delivers a notice (an "**HSP Condition Notice**") in writing in accordance with paragraph 31 hereof to the Debtors, the ABL Facility Agent, and the Consenting Lenders that one or more HSP Conditions has been materially breached and such material breach is not cured within 20 business days of receipt of such HSP Condition Notice, then the HSP Agreement shall terminate automatically on the first business day that is 180 days from the PSA Effective Date. In the case of any termination of the HSP Agreement by DIRECTV for cause, the HSP Agreement shall terminate immediately, or after any cure period where DirectSAT fails to timely cure, without the requirement of an HSP Termination Notice or any other further notice or action or the necessity of obtaining relief from the stay.

(d) To the extent it is necessary or advisable for DIRECTV to seek relief from the automatic stay under § 362 of the Bankruptcy Code in order to terminate the HSP Agreement for cause, the other Plan Support Parties agree to consent to and not oppose such relief; ***provided, however***, each Plan Support Party retains its rights to contest (i) the validity of any underlying breach of the HSP Agreement or this PSA alleged by DIRECTV and/or (ii) whether cause existed or exists for DIRECTV, pursuant to its rights under the HSP Agreement, to terminate the HSP Agreement.

(e) Notwithstanding the foregoing, the Plan Support Parties acknowledge and agree that no cause is needed for DIRECTV to issue a HSP Termination Notice to terminate the HSP Agreement on 180 days' notice at any point during the Effective Period.

Amendments

18. This PSA may not be modified, amended or supplemented in any manner except in writing signed by all of the following or their respective counsel: (i) each of the Debtors; (ii) DIRECTV; (iii) the Required ABL Facility Consenting Lenders; and (iv) the Required Term Loan Consenting Lenders.

Confidentiality and Disclosure

19. The Debtors shall keep strictly confidential and shall not, without the prior written consent of the applicable Consenting Lender, disclose publicly, or to any person the holdings of any Consenting Lender in any public manner, including in the Solicitation Materials, the Plan or any related press release; ***provided***, ***however***, that (x) the Debtors may disclose such names or amounts to the extent that, upon the advice of counsel, it is required to do so by any governmental or regulatory authority or court of competent jurisdiction, in which case the Debtors, prior to making such disclosure, shall allow the Consenting Lender(s) to whom such disclosure relates reasonable time at its own cost to seek a protective order with respect to such

disclosures, (y) the Debtors may disclose the existence and material terms of this PSA, including the execution of this PSA by the ABL Facility Agent, the Consenting Lenders, and DIRECTV, and (z) the Debtors may disclose the aggregate percentage or aggregate principal amount of Claims held by the Consenting ABL Facility Lenders and the Term Loan Consenting Lenders, respectively.

Miscellaneous

20. The Debtors shall pay or reimburse when due professional fees and expenses for legal advisors and financial advisors for: (a) the ABL Facility Agent and ABL Lenders; and (b) the Term Loan Consenting Lenders.

21. Subject to the other terms of this PSA, the Plan Support Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions.

22. Notwithstanding anything herein to the contrary, if an official committee is appointed in the Chapter 11 Cases and a Consenting Lender or the ABL Facility Agent is appointed to and serves on such official committee, then the terms of this PSA shall not be construed to limit such party's exercise of its fiduciary duties in its role as a member of such committee; provided, however, that serving as a member of such committee shall not relieve the party of any obligations under this Agreement; provided, further, that nothing in the PSA shall be construed as requiring any Plan Support Party to serve on any official committee in these Chapter 11 Cases.

23. This PSA constitutes the entire agreement among the Plan Support Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, other than the HSP Agreement, among the Plan Support Parties with respect thereto.

24. The headings of all paragraphs of this PSA are inserted solely for the convenience of reference and are not part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

25. This PSA is to be governed by and construed in accordance with the laws of New York applicable to contracts made and to be performed in New York, without giving effect to the conflict of laws principles thereof. Each Plan Support Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this PSA, to the extent possible, (i) before the commencement of the Chapter 11 Cases, in the United States District Court for the District of Delaware and (ii) after the commencement of the Chapter 11 Cases, in the Bankruptcy Court.

26. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this PSA or the transactions contemplated herein.

27. This PSA may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, and each such counterpart, when executed and

delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this PSA, each individual executing this PSA on behalf of a Plan Support Party has been duly authorized and empowered to execute and deliver this PSA on behalf of said Plan Support Party.

28. This PSA is the product of negotiations between and among the Plan Support Parties and, in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Plan Support Party by reason of such party having drafted or caused to be drafted this PSA, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Plan Support Parties were each represented by counsel during the negotiations and drafting of this PSA and continue to be represented by counsel. In addition, this PSA shall be interpreted in accordance with § 102 of the Bankruptcy Code.

29. This PSA is intended to bind and inure to the benefit of the Plan Support Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this PSA, and the rights or obligations of any Plan Support Party under this PSA may not be assigned, delegated, or transferred to any other person or entity.

30. The Debtors will provide the Consenting Lenders and their respective attorneys, consultants, accountants, and other authorized representatives reasonable access, upon reasonable notice during normal business hours, to relevant properties, books, contracts, commitments, records, management personnel, lenders, and advisors of the Debtors.

31. All notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail, courier, or registered or certified mail (return receipt requested) to the following address (or at such other addresses as shall be specified by like notice):

If to the Debtors:

UniTek Global Services, Inc.
1777 Sentry Parkway West
Gwynedd Hall, Suite 302
Attn: Office of the General Counsel
Blue Bell, PA 19422
Phone: (267) 464-1700

with copies to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Attention: Justin W. Chairman and Michael J. Pedrick
Facsimile: (215) 963-5001
E-mail: jchairman@morganlewis.com and mpedrick@morganlewis.com

-and-

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Attention: Neil E. Herman and Patrick D. Fleming
Facsimile: (212) 309-6001
E-mail: nherman@morganlewis.com and pfleming@morganlewis.com

If to DIRECTV:

2230 East Imperial Highway
El Segundo, CA 90245
Attn: Office of the General Counsel
Facsimile: 310-964-0838

-and-

Honigman Miller Schwartz and Cohn LLP
660 Woodward Ave., Suite 2290
Detroit, MI 48226
Attention: Judy B. Calton
Facsimile: (313) 465-7345
E-mail: jcalton@honigman.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 Term Loan Consenting 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

32. Each Plan Support Party hereby confirms that its decision to execute this PSA has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Debtors.

33. If the Restructuring Transactions are not consummated, or if this PSA is terminated for any reason, the Plan Support Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other similar, applicable rule of evidence, this PSA and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms hereof or pursue the consummation of the Restructuring Transactions, or for the payment of damages to which a Plan Support Party may be entitled under this PSA.

34. It is understood and agreed by the Plan Support Parties that money damages would be an insufficient remedy for breach of this PSA by any Plan Support Party and each non-breaching Plan Support Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Plan Support Party to comply promptly with any of its obligations hereunder.

35. The agreements, representations, warranties, and obligations of the Plan Support Parties under this PSA are, in all respects, several and not joint.

36. If any provision of this PSA shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remaining provisions shall remain in full force and effect if essential terms and conditions of this PSA for each Plan Support Party remain valid, binding and enforceable.

37. All rights, powers, and remedies provided under this PSA or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Plan Support Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

IN WITNESS WHEREOF, the Plan Support Parties have executed this PSA on the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY OMITTED]

IN WITNESS WHEREOF, the parties hereto have caused this Plan Support Agreement to be duly executed as of the day and the year first above written.

UniTek Global Services, Inc.
UniTek Holdings, Inc.
UniTek Midco, Inc.
UniTek Acquisition, Inc.
Nex-link USA, UniTek USA, LLC
Pinnacle Wireless USA, Inc.
DirectSAT USA, Inc.
FTS USA, LLC
Advanced Communications USA, Inc.

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

IN WITNESS WHEREOF, the parties hereto have caused this Plan Support Agreement to be duly executed as of the day and the year first above written.

New Mountain Finance Corporation
New Mountain Finance Holdings, L.L.C.
as Term Loan Consenting Lenders

By /s/ John Kline_____
Name: John Kline
Title: EVP – COO

IN WITNESS WHEREOF, the parties hereto have caused this Plan Support Agreement to be duly executed as of the day and the year first above written.

Apollo Investment Corporation, as ABL Facility Agent and ABL Facility Consenting Lender

By /s/ Ted Goldthorpe_____
Name: Ted Goldthorpe
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Plan Support Agreement to be duly executed as of the day and the year first above written.

DIRECTV, LLC

By /s/ David W. Baker
Name: David W. Baker
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Plan Support Agreement to be duly executed as of the day and the year first above written.

Cetus Capital II, LLC
Littlejohn Opportunities Master Fund LP
SG Distressed Fund, LP
as Term Loan Consenting Lenders

By /s/ Robert E. Davis_____
Name: Robert E. Davis
Title: Managing Director