

**EXHIBIT A**

**Amended Plan**

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

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In re: :  
: Chapter 11  
: ORCHARD ACQUISITION COMPANY, LLC, *et* : Case No. 17-12914 (KG)  
*al.*, :  
: (Jointly Administered)  
Debtors.<sup>1</sup> :  
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**AMENDED JOINT PRE-PACKAGED PLAN OF REORGANIZATION  
OF ORCHARD ACQUISITION COMPANY, LLC AND ITS DEBTOR AFFILIATES**

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Dated: January 12, 2018

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Orchard Acquisition Company, LLC (4753); The J.G. Wentworth Company, LLC (1295); The J.G. Wentworth Company (7859); J.G. Wentworth, LLC (2773); and JGW Holdings, Inc. (4569). The Debtors’ address is 1200 Morris Drive, Suite 300, Chesterbrook, PA 19087.

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AMENDED JOINT PRE-PACKAGED PLAN OF REORGANIZATION OF  
ORCHARD ACQUISITION COMPANY, LLC, AND ITS DEBTOR AFFILIATES

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**INTRODUCTION**

Orchard Acquisition Company, LLC, a Delaware limited liability company, together with the other above-captioned Debtors,<sup>2</sup> hereby propose the Plan for, among other things, the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (distributed contemporaneously herewith) for a discussion of the Debtors' history, business, properties, and projections and the events leading up to Solicitation of the Plan and for a summary and analysis of the Plan and the treatment provided for herein. The Debtors urge all Holders of Claims and Equity Interests entitled to vote on the Plan to review the Disclosure Statement and the Plan in full before voting to accept or reject the Plan. There also are other agreements and documents that will be filed with the Bankruptcy Court that are referenced in the Plan and the Plan Supplement as Exhibits. All such Exhibits are incorporated into and are a part of the Plan as if set forth in full herein. Subject to certain restrictions set forth in the RSA and the Plan, and the requirements set forth in 11 U.S.C. § 1127 and Bankruptcy Rule 3019, the Debtors reserve the right to amend, supplement, amend and restate, modify, revoke or withdraw the Plan prior to the Effective Date.

The Chapter 11 Cases will be consolidated for procedural purposes only and the Debtors will request that they be jointly administered pursuant to an order of the Bankruptcy Court. The Plan constitutes a separate plan of reorganization for each of the Debtors and notwithstanding anything herein, the Plan may be confirmed and consummated as to each of the Debtors separate from, and independent of, confirmation and consummation of the Plan as to any other Debtor. If the Plan cannot be confirmed as to some or all of the Debtors, then the Debtors, with the consent of the Required Consenting Lenders and without prejudice to and subject to the respective parties' rights under the RSA, (a) may revoke the Plan as to all of the Debtors or (b) may revoke the Plan as to any Debtor (and any such Debtor's Chapter 11 Case may be converted, continued or dismissed) and confirm the Plan as to the remaining Debtors to the extent required without the need for re-solicitation as to any Holder of a Claim against and/or Equity Interest in a Debtor for which the Plan is not so revoked. The Debtors reserve the right to seek confirmation of the Plan pursuant to the "cram down" provisions contained in section 1129(b) of the Bankruptcy Code with respect to any non-accepting Class.

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<sup>2</sup> Unless otherwise noted, capitalized terms used in this Plan have the meanings set forth in Article I.B of the Plan.

## ARTICLE I.

### RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

#### A. Rules of Interpretation, Computation of Time and Governing Law

For purposes hereof: (a) 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; (b) 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; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” and “Sections” are references to Articles and Sections hereof; (e) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity’s successors and assigns; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (j) “\$” or “dollars” means dollars in lawful currency of the U.S.; (k) any effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in a manner consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other entity, and, to the extent of any dispute with respect thereto, the Bankruptcy Court shall retain jurisdiction consistent with Article IX; and (l) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

#### B. Definitions

1.1 “**Administrative Claim**” means a Claim for payment of an administrative expense of a kind specified in section 503(b) or section 1114(e)(2) of the Bankruptcy Code and entitled to priority under section 507(a)(1) of the Bankruptcy Code, including (a) actual, necessary costs and expenses of preserving the Debtors’ Estates and operating the Debtors’ businesses, including wages, salaries, or commissions for services rendered, (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 327, 328, 330,

331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to and including the Effective Date, and (c) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code.

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

1.3 “**Allowed**” means, with respect to any Claim or Equity Interest, such Claim or Equity Interest or any portion thereof that the Debtors and the Required Consenting Lenders have assented to the validity of or that has been (a) allowed by an order of the Bankruptcy Court, (b) allowed pursuant to the terms of the Plan, (c) allowed by agreement between the Holder of such Claim, on one hand, and the Debtors and the Required Consenting Lenders, or the Reorganized Debtors, as applicable, on the other hand, or (d) allowed by an order of a court in which such Claim could have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; *provided*, that, notwithstanding the foregoing, the Reorganized Debtors shall retain all Causes of Action and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan (including, for the avoidance of doubt, Administrative Claims not paid prior to the Effective Date).

1.4 “**Assumed Agreement**” means an Executory Contract or Unexpired Lease which has been assumed by the Debtors either pursuant to the terms of the Plan or pursuant to an order of the Bankruptcy Court.

1.5 “**Avoidance Actions**” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code.

1.6 “**Ballot**” means, with respect to a Holder of a Claim or Equity Interest in a Voting Class, the applicable voting form distributed to such Holder on which the Holder is to indicate, among other things, acceptance or rejection of the Plan in accordance with the instructions contained therein and make any other elections or representations required pursuant to the Plan or as described in the Disclosure Statement.

1.7 “**Bankruptcy Code**” means title 11 of the United States Code, as now in effect or hereafter amended.

1.8 “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware or any other court with jurisdiction over the Chapter 11 Cases.

1.9 “**Bankruptcy Rules**” means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms and the Local Rules, in each case as amended from time to time and as applicable to the Chapter 11 Cases or proceedings therein.

1.10 “**Blocker Entity**” means JGW Holdings, Inc., a Delaware corporation.



1.11 “**Business Day**” means any day, excluding Saturdays, Sundays or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in New York, New York.

1.12 “**Cash**” means legal tender of the U.S. or the equivalent thereof.

1.13 “**Cause of Action**” means any action, proceeding, agreement, claim, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, 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. Cause of Action also includes: (a) any right of setoff, cross-claim, counterclaim, or recoupment, and any claim on a contract or for a breach of duty imposed by law or in equity; (b) with respect to the Debtors, the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Action; and (f) any state law fraudulent transfer claim.

1.14 “**Chapter 11 Cases**” means the cases commenced by the Debtors under chapter 11 of the Bankruptcy Code on the Petition Date in the Bankruptcy Court.

1.15 “**Claim**” means a “claim” against any of the Debtors as defined in section 101(5) of the Bankruptcy Code.

1.16 “**Class**” means a category of Claims or Equity Interests classified under Article III of the Plan pursuant to section 1122 of the Bankruptcy Code.

1.17 “**Company CEO**” means Mr. Stewart Stockdale, in his capacity as Chief Executive Officer of JGW and Reorganized JGW, as applicable.

1.18 “**Confirmation**” means the entry by the Bankruptcy Court of the Confirmation Order on the docket of the Chapter 11 Cases, within the meanings of Bankruptcy Rules 5003 and 9021.

1.19 “**Confirmation Date**” means the date upon which Confirmation occurs.

1.20 “**Confirmation Hearing**” means the hearing to consider confirmation of the Plan under section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.21 “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan entered pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Debtors and the Required Consenting Lenders and, solely with respect to any provisions contained therein affecting the New RCF Commitment Party in its capacity as such, the New RCF Commitment Party.

1.22 “**Consenting Lenders**” means those Term Lenders that agree to support the Restructuring Transactions as signatories to the RSA.

1.23 “**Consenting Members**” means those Existing Partnership Equityholders that agree to support the Restructuring Transactions as signatories to the RSA.

1.24 “**Cure**” means the payment of Cash by the Debtors, or the distribution of other property or other action (as the parties may agree or the Bankruptcy Court may order), as necessary to cure defaults under an Executory Contract or Unexpired Lease of the Debtors that the Debtors may assume under section 365(a) of the Bankruptcy Code.

1.25 “**Debtor Released Claims**” shall have the meaning set forth in Article III.D of the Plan.

1.26 “**Debtors**” means each of the above-captioned debtors and debtors in possession under sections 1107 and 1108 of the Bankruptcy Code.

1.27 “**Disclosure Statement**” means that certain *Disclosure Statement for Joint Plan of Reorganization of Orchard Acquisition Company, LLC and its Debtor Affiliates*, as may be amended, supplemented, amended and restated, or otherwise modified from time to time, and that is prepared and distributed in accordance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018 and applicable non-bankruptcy law, in form and substance reasonably satisfactory to the Debtors and the Required Consenting Lenders.

1.28 “**Distribution Agent**” means Reorganized JGW or any party designated by Reorganized JGW to serve as distribution agent under the Plan.

1.29 “**Distribution Record Date**” means the Confirmation Date.

1.30 “**D&O Liability Insurance Policies**” means all insurance policies (including any “tail policy”) for liability of the managing members, members, managers, directors, and officers maintained by the Debtors as of the Petition Date or thereafter.

1.31 “**Effective Date**” means the date on which the Plan shall take effect, which date shall be a Business Day, selected by the Debtors in consultation with the Required Consenting Lenders, on which (a) all conditions in Article VIII.A of the Plan have been satisfied or waived as provided for in Article VIII.B and (b) consummation of the Restructuring Transactions has occurred.

1.32 “**Effective Date Grant**” means the grant of the equity awards under the MIP by the New Board upon adoption of the MIP immediately after the Effective Date, as described in the Restructuring Term Sheet.

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

1.34 “**Equity Interest**” means all outstanding ownership interests in any of the Debtors, including any interest evidenced by common or preferred stock, a limited liability

company or other membership or partnership interest or unit, a warrant, an option, or any other right to acquire or otherwise receive any ownership interest in any of the Debtors, or any right to payment or compensation based upon any such interest, whether or not such interest is owned by the Holder of such right to payment or compensation.

1.35 “**Estate**” means the estate of a Debtor in the applicable Chapter 11 Case, as created under section 541 of the Bankruptcy Code.

1.36 “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

1.37 “**Exculpated Parties**” means, (a) each Debtor, (b) each Reorganized Debtor and (c) all current and former officers, directors, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, managers, managing members, principals and other representatives of the Debtors in their capacity as such.

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

1.39 “**Exhibit**” means an exhibit annexed to either the Plan or the Plan Supplement or as an exhibit or appendix to the Disclosure Statement (as such exhibits may be amended, supplemented, amended and restated, or otherwise modified from time to time).

1.40 “**Existing Credit Agreement**” means that certain Credit Agreement, dated as of February 8, 2013 (as amended by that certain First Amendment to Credit Agreement, dated as of May 31, 2013, that certain Second Amendment to Credit Agreement, dated as of December 6, 2013, that certain Third Amendment to Credit Agreement, dated as of July 15, 2015, and as may be further amended, supplemented or otherwise modified from time to time), among the Parent Borrower, Holdings, any Additional Borrowers (as defined therein) from time to time party thereto, the Term Lenders, the TL Agent, as administrative agent, collateral agent and lead arranger and bookrunner, and Jefferies Group, Inc., as the Swing Line Lender and LC Issuer (each as defined in the Existing Credit Agreement).

1.41 “**Existing Partnership Equityholders**” means the Holders of Existing Partnership Interests, including, for the avoidance of doubt, PubCo and the Blocker Entity.

1.42 “**Existing Partnership Interests**” means the Equity Interests in the Partnership.

1.43 “**Existing PubCo Equityholders**” means the Holders of Equity Interests in PubCo.

1.44 “**Existing PubCo Interests**” means, collectively, all outstanding Equity Interests in PubCo, including all outstanding Class A and Class B common stock of PubCo, any interest evidenced by common or preferred stock, a membership interest or unit, a warrant, an option, a profit interest unit, or any other right to acquire or otherwise receive any ownership

interest in PubCo, or any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

1.45 “**Final Order**” means an order or judgment of the Bankruptcy Court or another court of competent jurisdiction as to which no stay has been entered and either the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, new trial, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or the Reorganized Debtors, as applicable, or, in the event that an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed, or otherwise not vacated, or such appeal, writ of certiorari, new trial, reargument, or rehearing shall have been denied, in each case, by the highest court to which such appeal, writ of certiorari, new trial, reargument, or rehearing had been sought and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

1.46 “**General Unsecured Claim**” means any Claim against any Debtor that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Professional Fee Claim, Term Loan Claim, Other Secured Claim, Intercompany Claim or TRA Claim.

1.47 “**Government Agency**” means any applicable government agencies, including the Government National Mortgage Association, the U.S. Department of Housing and Urban Development, the U.S. Department of Veterans Affairs and the U.S. Department of Agriculture.

1.48 “**Government Agency Approval**” means, to the extent necessary, in connection with the Restructuring Transactions, the approval or non-objection from a Government Agency, if applicable.

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

1.50 “**GSE**” means any applicable government-sponsored enterprises, including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

1.51 “**GSE Approval**” means, to the extent necessary, in connection with the Restructuring Transactions, the approval or non-objection from a GSE, if applicable.

1.52 “**Holder**” means an Entity holding a Claim against, or Equity Interest in, any Debtor as of the applicable date of determination.

1.53 “**Holdings**” means J.G. Wentworth, LLC, a Delaware limited liability company.

1.54 “**Impaired**” means, with respect to a Claim, Equity Interest or Class of Claims or Equity Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

1.55 “**Indemnification Agreement**” means any organizational or employment and/or service agreement of or with a Debtor that provides for the indemnification of any managing member, member, manager, director, officer or employee of the Debtors.

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

1.57 “**Intercompany Interest**” means any Equity Interest held by a Debtor in any other Debtor other than the Partnership.

1.58 “**JGW**” means the Debtors and all Non-Debtor Affiliates.

1.59 “**JLL GP**” means JLL Associates G.P. V, L.L.C., a Delaware limited liability company.

1.60 “**JLL Holders**” means JGW Holdco, LLC, a Delaware limited liability company, and JLL JGW Distribution LLC, a Delaware limited liability company.

1.61 “**Licensing Authority**” means each applicable state regulatory authority in connection with the state licenses related to the operations of J.G. Wentworth Home Lending, LLC and its subsidiaries.

1.62 “**Licensing Notification and Approval**” means, to the extent necessary, in connection with the Restructuring Transactions, the notification and approval or non-objection from a Licensing Authority, if applicable.

1.63 “**Lien**” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

1.64 “**Local Rules**” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

1.65 “**MIP**” means an equity-based management incentive plan to be adopted by the New Board immediately after the Effective Date, the terms of which shall be in form and substance set forth in the RSA and the Restructuring Term Sheet, and pursuant to which the MIP Equity shall be reserved for issuance by the New Board for the benefit of the MIP Participants.

1.66 “**MIP Equity**” means eight percent (8%) of the New Common Equity on a fully-diluted basis, which shall be in the form of New Class A Common Stock, reserved for issuance by the New Board for the benefit of the MIP Participants and shall be dilutive of all other New Common Equity issued in connection with the Restructuring Transactions.

1.67 “**MIP Participants**” means those certain management employees entitled to receive MIP Equity pursuant to a grant under the MIP.

1.68 “**New Board**” means Reorganized PubCo’s initial board of directors as selected by the Required Consenting Lenders, which shall consist of five (5) persons, each with one vote, and one of whom shall be the CEO of Reorganized JGW.

1.69 “**New Class A Common Stock**” means Class A common stock, par value of one thousandth of a penny (\$0.00001) per share, which will be voting interests in Reorganized PubCo and entitle the holders thereof to 100% of the economics associated with the New Partnership Interests held by Reorganized PubCo.

1.70 “**New Class B Common Stock**” means Class B common stock, par value of one thousandth of a penny (\$0.00001) per share, which will be “vote-only” interests in Reorganized PubCo.

1.71 “**New Common Equity**” means, collectively, (a) the New Class A Common Stock, including the MIP Equity, (b) the New Class B Common Stock and (c) the New Partnership Interests, as applicable.

1.72 “**New JGW Governance Documents**” means the New Partnership Operating Agreement, the amended certificate of formation of the Partnership, the amended by-laws of Reorganized PubCo, the amended certificate of incorporation of Reorganized PubCo, the Stockholders Agreement, the amended organizational documents of the other Debtors and any other applicable governance and/or organizational documents of Reorganized PubCo, the Reorganized Partnership and the other Reorganized Debtors, and, in each case, shall be in form and substance consistent with the RSA.

1.73 “**New Partnership Interests**” means new common interests in the Reorganized Partnership.

1.74 “**New Partnership Operating Agreement**” means the limited liability company agreement of the Reorganized Partnership, as amended and restated pursuant to the Plan and the transactions contemplated hereby, in form and substance consistent with the RSA.

1.75 “**New RCF**” means the new revolving credit facility under and evidenced by the New RCF Credit Agreement in an aggregate principal amount to be determined by the Required Consenting Lenders; *provided*, that such aggregate principal amount shall be at least sixty-five million dollars (\$65,000,000) but shall not exceed seventy million dollars (\$70,000,000).

1.76 “**New RCF Closing Fee**” means a fee in the aggregate amount equal to 4.0% of the commitments under the New RCF, payable in Cash.

1.77 “**New RCF Commitment**” means the agreement of the New RCF Commitment Party to provide 100% of the commitments under the New RCF on and after the Effective Date pursuant to the New RCF Commitment Letter.

1.78 “**New RCF Commitment Fee**” means a fee in the aggregate amount equal to 4.0% of the commitments under the New RCF, payable in Cash.

1.79 “**New RCF Commitment Letter**” means that certain commitment letter to be entered into on or prior to the Petition Date, by and among the Partnership and Parent Borrower, on one hand, and the New RCF Commitment Party, on the other hand, evidencing, among other things, the New RCF Commitment, including, without limitation, all exhibits, schedules and annexes thereto, as may be amended, supplemented, amended and restated, or otherwise modified from time to time, as provided for therein, which New RCF Commitment Letter shall be on terms and conditions acceptable to the Debtors, the New RCF Commitment Party and the Required Consenting Lenders.

1.80 “**New RCF Commitment Party**” means, collectively, HPS Investment Partners, LLC and/or its affiliates, affiliated or managed funds, separately managed accounts and co-investors.

1.81 “**New RCF Credit Agreement**” means the credit agreement with respect to the New RCF, by and among the Reorganized Parent Borrower, as borrower, each of the guarantors named therein, the New RCF Commitment Party, in its capacity as a lender, and the New RCF Commitment Party, in its capacity as agent (as amended, supplemented, amended and restated, or otherwise modified from time to time), the terms of which shall be included in a term sheet filed with the Plan Supplement, which shall be consistent with the material terms and conditions set forth in **Annex I** to the Restructuring Term Sheet and reasonably acceptable to the Debtors, the New RCF Commitment Party and the Required Consenting Lenders.

1.82 “**New RCF Effective Date Loans**” means the aggregate principal amount of loans under the New RCF funded on the Effective Date by the New RCF Commitment Party, in its capacity as a lender under the New RCF.

1.83 “**New Securities and Related Documents**” means, collectively, the New Common Equity and other related documents or agreements required to be issued, executed or delivered pursuant to the Plan, each of which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders.

1.84 “**Non-Debtor Affiliates**” means, collectively, each of the non-Debtor Entities that are Affiliates of the Debtors.

1.85 “**Non-Debtor Financings and Securitizations**” means each loan, securitization, warehouse, purchase or other financing arrangement to which any Non-Debtor Affiliate is a party, including, without limitation, any intercreditor, custodial, servicing, trust or transfer arrangements related thereto.

1.86 “**Non-Debtor Financings and Securitizations Consents and Waivers**” means, to the extent necessary, in connection with the consummation of the Restructuring Transactions, the required consents and/or waivers under the Non-Debtor Financings and Securitizations from each of the applicable parties thereunder that are not any of the Debtors or Non-Debtor Affiliates.

1.87 “**Ordinary Course Professionals Order**” means an order of the Bankruptcy Court, if any, approving a motion to employ ordinary course professionals in the Chapter 11 Cases.

1.88 “**Other Priority Claim**” means a Claim entitled to priority under section 507(a) of the Bankruptcy Code other than a Priority Tax Claim or an Administrative Claim.

1.89 “**Other Secured Claim**” means any Secured Claim against any Debtor other than a Term Loan Claim.

1.90 “**Parent Borrower**” means Orchard Acquisition Company, LLC, a Delaware limited liability company.

1.91 “**Partnership**” means The J.G. Wentworth Company, LLC, a Delaware limited liability company.

1.92 “**Partnership Consideration**” means, collectively, the Partnership Equity Consideration and the Partnership Cash Consideration.

1.93 “**Partnership Cash Consideration**” means Cash in an amount equal to the product of (x) four and one-half percent (4.5%) of one hundred and forty-five million dollars (\$145,000,000) *multiplied by* a fraction equal to (y)(i) the number of Existing Partnership Interests designated by Holders of Existing Partnership Interests (or, in the case of PubCo and the Blocker Entity, as Holders of Existing Partnership Interests, as designated by Holders of Allowed TRA Claims on account of their Claims against PubCo) to receive Partnership Cash Consideration on the applicable Ballot(s) of such Holders *divided by* (ii) the total number of outstanding Existing Partnership Interests.

1.94 “**Partnership Equity Consideration**” means a percentage amount of New Common Equity equal to the product of (x) four and one-half percent (4.5%) *multiplied by* a fraction equal to (y)(i) the number of Existing Partnership Interests designated by Holders of Existing Partnership Interests (or, in the case of PubCo and the Blocker Entity, as Holders of Existing Partnership Interests, as designated by Holders of Allowed TRA Claims on account of their Claims against PubCo) to receive Partnership Equity Consideration on the applicable Ballot(s) of such Holders *divided by* (ii) the total number of outstanding Existing Partnership Interests, which New Common Equity is subject to dilution on and after the Effective Date by the MIP.

1.95 “**Person**” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

1.96 “**Petition Date**” means the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

1.97 “**PGHI**” means PGHI Corp., a Delaware corporation.



1.98 “**Plan**” means, collectively, this joint pre-packaged plan of reorganization, the Exhibits, all supplements, appendices, and schedules hereto, either in their present form or as the same may be amended, supplemented, amended and restated, or otherwise modified from time to time in accordance with the RSA, and any document to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including, without limitation, the documents to be included in the Plan Supplement.

1.99 “**Plan Documents**” shall have the meaning ascribed to it in the RSA.

1.100 “**Plan Supplement**” means one or more supplements to the Plan containing certain schedules, documents and/or forms of documents relating to the implementation of the Plan, which may include, without limitation, the material New JGW Governance Documents, or forms thereof, as applicable, with a term sheet summarizing the key terms of the New RCF, the New RCF Commitment Letter, the MIP, designation of the identity of the members of the New Board and the members, managers and directors, as applicable, of each of the other Reorganized Debtors, disclosure of the identity and compensation of any insiders proposed to serve as officers and directors of the Reorganized Debtors, the Schedule of Proposed Cure Amounts, a schedule of rejected contracts and any other schedules, documents and/or forms of documents necessary to comply with Bankruptcy Code sections 1123(a)(7) and 1129(a)(5), to be filed with the Bankruptcy Court no later than seven (7) days prior to the Voting Deadline, as amended, supplemented, or modified from time to time in accordance with the terms of the Plan, the RSA, and the Bankruptcy Code.

1.101 “**Preference Actions**” means any and all avoidance, recovery or other actions or remedies that may be brought by and on behalf of the Debtors or their Estates under section 547 of the Bankruptcy Code.

1.102 “**Priority Tax Claim**” means a Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.103 “**Professional**” means: (a) any Entity employed in the Chapter 11 Cases pursuant to section 327, 328, 363 or 1103 of the Bankruptcy Code or otherwise and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

1.104 “**Professional Claims Bar Date**” means sixty (60) days after the Effective Date.

1.105 “**Professional Fee Claim**” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for compensation for services rendered or reimbursement of costs, expenses or other charges incurred by Professionals after the Petition Date and prior to and including the Effective Date, *provided*, that Professional Fee Claims shall not include Restructuring Expenses (as defined below).

1.106 “**Professional Fee Escrow Account**” means an interest-bearing account funded by the Debtors in Cash on the Effective Date pursuant to Article II.A(ii) of the Plan, in an amount equal to the Professional Fee Reserve Amount.

1.107 “**Professional Fee Reserve Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.A(i) of the Plan.

1.108 “**Proof of Claim**” means a proof of Claim or Equity Interest filed against any Debtor in the Chapter 11 Cases.

1.109 “**Pro Rata**” means, at any time, the proportion that the face amount of a Claim or Equity Interest in a particular Class bears to the aggregate face amount of all Claims or Equity Interests in that Class, unless the Plan provides otherwise.

1.110 “**PubCo**” means The J.G. Wentworth Company, a Delaware corporation.

1.111 “**Registration Statements**” means, collectively, (i) PubCo’s registration statement on Form S-3 (File No. 333-203111), as amended, (ii) PubCo’s registration statement on Form S-3 (File No. 333-205699), as amended, and (iii) PubCo’s registration statement on Form S-8 (File No. 333-192359).

1.112 “**Reinstated**” or “**Reinstatement**” means, with respect to any Claim: (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim arises from any failure to perform a non-monetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by the Holder of such Claim as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

1.113 “**Related Parties**” means, with respect to an Entity, collectively, its direct and indirect affiliates, and its and its respective affiliates’ current and former equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives, each in their capacity as such); *provided*, that Existing PubCo Equityholders shall not be deemed to be a Related Party hereunder.

1.114 “**Released Parties**” means, collectively, in each case solely in their respective capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) the TL Agent, (e) the Term Lenders, (f) the Existing Partnership Equityholders, (g) the New RCF Commitment Party, (h) the TRA Claimants, and (i) each of the Related Parties of the Entities in the foregoing (a)-(g); *provided, however*, that any Holder of a Claim or Equity Interest that “opts out” of the releases provided in the Plan on its Ballot shall not be included in the definition of “Released Parties”.

1.115 “**Releasing Parties**” means, collectively, in each case solely in their respective capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) the TL Agent, (e) the Consenting Lenders, (f) the Consenting Members, (g) the New RCF Commitment Party, (h) the TRA Claimants that do not opt out of granting the releases herein, (i) each of the Related Parties of the Entities in the foregoing (a)-(g) and (i) those Holders of Claims or Equity Interests (i) who vote to accept the Plan, (ii) who are Unimpaired under the Plan and do not timely object to the releases provided herein, (iii) whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases herein, or (iv) who vote to reject the Plan but do not opt out of granting the releases herein.

1.116 “**Reorganized**” means, in reference to a Debtor, such Debtor from and after the Effective Date.

1.117 “**Required Consenting Lenders**” means the Consenting Lenders representing fifty and one-tenth percent (50.1%) of the aggregate principal amount of the Term Loan Claims held by the Consenting Lenders.

1.118 “**Required Pro Forma Liquidity**” means pro forma liquidity on Reorganized JGW’s balance sheet on the Effective Date, including, without limitation, unrestricted cash on its balance sheet and unused availability under the New RCF, of at least fifty million dollars (\$50,000,000); *provided*, that the Required Pro Forma Liquidity may be reduced, subject to the reasonable consent of the Debtors and the Required Consenting Lenders, to account for ordinary-course, short-term restrictions, delays, or other similar limitations on the liquidity available to Reorganized JGW on the Effective Date.

1.119 “**Restructuring Expenses**” means all reasonable and documented fees and expenses of (x) the New RCF Commitment Party in connection with the New RCF Credit Agreement and related documents, and (y) the advisors to the TL Agent (including, without limitation, Davis Polk & Wardwell LLP, Potter Anderson & Corroon LLP and FTI Consulting) in each case that are due and owing after receipt of applicable invoices, and in accordance with the terms of their applicable agreements or engagement letters, other than, for the avoidance of doubt, the New RCF Closing Fee and the New RCF Commitment Fee.

1.120 “**Restructuring Term Sheet**” means the term sheet attached to the RSA as **Exhibit A**, along with any annexes thereto.

1.121 “**Restructuring Transactions**” means the restructuring transactions for the Debtors, in accordance with, and subject to the terms and conditions set forth in, the Plan and the RSA.

1.122 “**RSA**” means that certain Restructuring Support Agreement, dated November 9, 2017, by and among the Debtors, the Consenting Lenders, the TL Agent and the Consenting Members, attached as **Exhibit B** to the Disclosure Statement, including, without limitation, all exhibits, schedules and annexes thereto, as may be amended, supplemented, amended and restated, or otherwise modified from time to time, as provided for therein.

1.123 “**Schedule of Proposed Cure Amounts**” means that schedule of proposed Cure amounts to be paid on account of each Assumed Agreement, which shall be filed as part of the Plan Supplement.

1.124 “**Secured Claim**” means a Claim that is secured by a Lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder’s interest in the 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.

1.125 “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

1.126 “**Solicitation**” means the Debtors’ formal request for acceptances of the Plan, consistent with sections 1125 and 1126 of the Bankruptcy Code, rules 3017 and 3018 of the Federal Rules of Bankruptcy Procedure, and applicable non-bankruptcy law.

1.127 “**Stockholders Agreement**” means an agreement among holders of the New Common Equity on and after the Effective Date, Reorganized PubCo, the Reorganized Partnership and other applicable entities, which agreement shall contain or provide for such terms, rights and obligations in form and substance consistent with the RSA.

1.128 “**Subsequent Restructuring Transaction**” means any plan of reorganization or any out-of-court restructuring other than the Plan of any of the Debtors that does not include the New RCF provided by the New RCF Commitment Party.

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

1.130 “**Term Lenders**” means the lenders, in their capacity as lenders under the Existing Credit Agreement, from time to time party thereto.

1.131 “**Term Lender Cash Consideration**” means Cash in an amount equal to the lesser of (a) forty-five million dollars (\$45,000,000) and (b) the aggregate amount such that the Required Pro Forma Liquidity is available to Reorganized JGW as of the Effective Date.

1.132 “**Term Loan Claims**” means all Claims and obligations arising under or relating to the Term Loan Documents.

1.133 “**Term Loan Documents**” means, collectively, the Existing Credit Agreement and the Loan Documents (as defined in the Existing Credit Agreement), together with all related documentation.

1.134 “**Third Party Approvals**” means, collectively, the GSE Approvals, the Government Agency Approvals, the Licensing Notification and Approvals, the Non-Debtor Financings and Securitizations Consents and Waivers and, to the extent necessary, any other consents required from any Entity that is not a Debtor, a non-Debtor Affiliate, the TL Agent, or a Holder of a Claim or Equity Interest required to be obtained in connection with the Restructuring Transactions.

1.135 “**Third Party Released Claims**” shall have the meaning set forth in Article III.D of the Plan.

1.136 “**TL Agent**” means Jefferies Finance LLC, as administrative agent and collateral agent under the Existing Credit Agreement, together with its successors and assigns in such capacities.

1.137 “**TRA**” means that certain Tax Receivable Agreement, dated as of November 14, 2013, among PubCo (f/k/a JGWPT Holdings Inc.), the TRA Claimants and, to the extent described therein, JLL Fund V AIF II, L.P. and the shareholders of PGHI.

1.138 “**TRA Claims**” means all Claims and obligations arising under or relating to the TRA.

1.139 “**TRA Claimants**” means Holders of TRA Claims.

1.140 “**Transfer**” shall mean any voluntary or involuntary attempt to, directly or indirectly, offer, sell, assign, transfer, grant a participation or beneficial interest in, pledge, mortgage, lend, encumber or otherwise dispose of any interest whether in debt, equity or otherwise, or the consummation of any such transactions, or the soliciting of any offers to purchase or otherwise acquire, or take pledge of, any such interest.

1.141 “**UCC**” means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware or the Uniform Commercial Code as in effect in any other state to the extent it may be applicable to any security interests in property of the Debtors.

1.142 “**Unclaimed Distribution**” means any distribution under the Plan on account of an Allowed Claim or Allowed Equity Interest to a Holder that, within six (6) months from when the distribution was first made, has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors’ or Reorganized Debtors’ request for information necessary to facilitate a particular distribution; (d) taken delivery of such distribution or where such distribution was returned for lack of a current address or otherwise; or (e) taken any other action necessary to facilitate such distribution.

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

1.144 “**Unimpaired**” means any Claim or Equity Interest that is not designated as Impaired, and, solely for purposes of Article III.D of the Plan, Unimpaired Claims shall include Administrative Claims and Claims arising prior to the Effective Date in Class 2 or 3 (including Claims for Cure and Claims arising from the rejection of any Executory Contract or Unexpired Lease, if any) of the Plan as set forth in Article III.D of the Plan.

1.145 “**U.S.**” means the United States of America.

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

1.147 “**Voting Classes**” means, collectively, Classes 1, 4 and 7.

1.148 “**Voting Deadline**” means the deadline, including any extended deadline, established by the Bankruptcy Court by which Ballots accepting or rejecting the Plan must be received by the Debtors or by any other Entity designated by the Debtors as a voting or claims agent.

1.149 “**Voting Record Date**” means the date for determining which Holders are entitled to receive the Disclosure Statement and vote to accept or reject the Plan, as applicable, which date is November 29, 2017 for all Holders of Claims and Equity Interests.

## ARTICLE II.

### TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on the Plan.

#### A. Administrative Claims

Subject to subparagraphs (i) and (ii) below, in full and complete satisfaction, settlement, discharge and release of each Allowed Administrative Claim, except to the extent that a Holder of such Allowed Administrative Claim and either (x) the Debtors, with the consent of the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable, agree in writing to less favorable treatment, the Debtors or Reorganized Debtors, as applicable, shall pay to each Holder of an Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim on, or as soon thereafter as is reasonably practicable (a) the Effective Date or, if payment is not then due, (b) on the due date of such Allowed Administrative Claim; *provided, however*, that Administrative Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### (i) Professional Fee Claims

Professionals or other Entities (a) asserting a Professional Fee Claim shall deliver to the Debtors their estimates for purposes of the Debtors computing the Professional Fee Reserve Amount no later than five (5) Business Days prior to the anticipated Effective Date, *provided*,

that, for the avoidance of doubt, no such estimate shall be deemed to limit the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Claims filed with the Bankruptcy Court, *provided, further*, that, if a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional; and (b) asserting a Professional Fee Claim for services rendered before the Effective Date, for the avoidance of doubt, excluding any claims for Restructuring Expenses, must file and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Professional Fee Claim no later than the Professional Claims Bar Date; *provided*, that any Professional who is subject to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Confirmation Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professionals Order. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtors and the applicable Professional within thirty (30) days after the filing of the final fee application with respect to the Professional Fee Claim. Any such objections that are not consensually resolved may be set for hearing on twenty-one (21) days' notice.

(ii) Professional Fee Escrow Account

On the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund such account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Each Holder of an Allowed Professional Fee Claim will be paid by the Reorganized Debtors in Cash from the Professional Fee Escrow Account within five (5) Business Days of entry of the order approving such Allowed Professional Fee Claim. If the Professional Fee Escrow Account is depleted, each Holder of an Allowed Professional Fee Claim will be paid the full amount of such Allowed Professional Fee Claim by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Professional Fee Claim. All amounts remaining in the Professional Fee Escrow Account after all Allowed Professional Fee Claims have been paid in full shall revert to the Reorganized Debtors. If the Professional Fee Escrow Account is insufficient to pay the full amount of all Allowed Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be promptly paid by the Reorganized Debtors without any further action or order of the Bankruptcy Court.

**B. Priority Tax Claims**

On the Effective Date, each Holder of an Allowed Priority Tax Claim will, as determined by the Debtors, with the consent of the Required Consenting Lenders, or the Reorganized Debtors, as applicable, (i) receive, in full and complete satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (a) payment in full in Cash of such Allowed Priority Tax Claim or (b) such other less favorable treatment as agreed to in writing by either (x) the Debtors and the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable, and such Holder, or (ii) otherwise be left Unimpaired and Reinstated.

**C. Statutory Fees**

Notwithstanding anything in the Plan to the contrary, 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 pursuant to 28 U.S.C. § 1930(a)(6). On and after the Effective Date and for so long as the Reorganized Debtors remain obligated to pay quarterly fees, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor or Reorganized Debtor, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

**ARTICLE III.****CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS****A. Introduction**

All Claims and Equity Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below in accordance with section 1123(a)(1) of the Bankruptcy Code. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan and such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change in control of any Debtor for any purpose, cause a merger or consolidation or any legal entities, or cause the transfer of assets. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled prior to the Effective Date.

**B. Summary of Classification and Treatment of Classified Claims and Equity Interests**

Class	Claim	Status	Voting Rights
1	Term Loan Claims	Impaired	Entitled to Vote
2	Other Secured Claims	Unimpaired	Presumed to Accept
3	General Unsecured Claims	Unimpaired	Presumed to Accept
4	TRA Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Unimpaired	Presumed to Accept
6	Intercompany Interests	Unimpaired	Presumed to Accept
7	Existing Partnership Interests	Impaired	Entitled to Vote
8	Existing PubCo Interests	Impaired	Deemed to Reject



**C. Classification and Treatment of Claims and Equity Interests**

(i) Class 1 – Term Loan Claims.

(1) Classification: Class 1 consists of all Term Loan Claims. Notwithstanding anything contained in the Plan to the contrary, (a) the Term Loan Claims shall be Allowed in an aggregate principal amount of approximately four hundred forty nine million five hundred thousand dollars (\$449.5 million), plus any accrued and unpaid interest at the non-default rate as of the Petition Date plus all other unpaid and outstanding Obligations (as defined in the Existing Credit Agreement), as applicable and (b) such Term Loan Claims shall not be subject to disallowance, setoff, recoupment, subordination, recharacterization or reduction of any kind, including pursuant to Section 502(d) of the Bankruptcy Code.

(2) Treatment: In full and final satisfaction, settlement, discharge and release of, and in exchange for, each Allowed Term Loan Claim, on the Effective Date, except to the extent a Holder of an Allowed Term Loan Claim agrees to less favorable treatment with either (x) the Debtors, with the consent of the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable, each Holder of an Allowed Term Loan Claim shall receive its Pro Rata share of (a) the Term Lender Cash Consideration and (b) ninety-five and one-half percent (95.5%) of the New Common Equity in the form of New Class A Common Stock, which New Common Equity is subject to dilution on and after the Effective Date by the MIP; *provided*, that the percentage of the New Common Equity allocable to all Holders of an Allowed Term Loan Claim shall increase to the extent that Holders of an Allowed Existing Partnership Interest elect to receive the Partnership Cash Consideration (or, in the case of PubCo and the Blocker Entity, as Holders of Allowed Existing Partnership Interests, to the extent elected by Holders of Allowed TRA Claims on account of their Claims against PubCo).

(3) Impairment and Voting: Class 1 is Impaired by the Plan. Each Holder of an Allowed Term Loan Claim is entitled to vote to accept or reject the Plan.

(ii) Class 2 – Other Secured Claims.

(1) Classification: Class 2 consists of all Other Secured Claims. All Other Secured Claims are Allowed.

(2) Treatment: In full and final satisfaction, settlement, discharge and release of, and in exchange for, each Allowed Other Secured Claim, on the Effective Date, at the option of the Debtors with the consent of the Required Consenting Lenders, each Allowed Other Secured Claim shall be (i) paid in full in Cash, (ii) Unimpaired and Reinstated or (iii) treated on such other terms as either (x) the applicable Debtor, with the consent of the Required Consenting Lenders, or (y) the applicable Reorganized Debtor, as applicable, and the Holder thereof may agree.

(3) Impairment and Voting: Class 2 is Unimpaired by the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan

pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject the Plan.

(iii) Class 3 – General Unsecured Claims.

(1) Classification: Class 3 consists of all General Unsecured Claims. All General Unsecured Claims are Allowed.

(2) Treatment: All Allowed General Unsecured Claims are Unimpaired by the Plan. At the option of the Debtors or the Reorganized Debtors, as applicable, (i) the Plan may leave unaltered the legal, equitable, and contractual rights of a Holder of an Allowed General Unsecured Claim, (ii) the Debtors or the Reorganized Debtors, as applicable, may pay such Allowed General Unsecured Claim in full in Cash on the Effective Date or as soon thereafter as is practicable, (iii) the Debtors or the Reorganized Debtors, as applicable, may pay such Allowed General Unsecured Claim in a manner agreed to by the Holder of such Claim, or (iv) the Plan may reinstate the legal, equitable, and contractual rights of the Holder of an Allowed General Unsecured Claim in accordance with section 1124(2) of the Bankruptcy Code.

(3) Impairment and Voting: Class 3 is Unimpaired by the Plan. Each Holder of an Allowed General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed General Unsecured Claim is not entitled to vote to accept or reject the Plan.

(iv) Class 4 – TRA Claims.

(1) Classification: Class 4 consists of all TRA Claims. All TRA Claims are Allowed.

(2) Treatment: In full and final satisfaction, settlement, discharge and release of, and in exchange for, each Allowed TRA Claim, on the Effective Date, except to the extent a Holder of an Allowed TRA Claim agrees to less favorable treatment with either (x) the Debtors, with the consent of the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable, each Holder of an Allowed TRA Claim shall receive its Pro Rata share, as compared to all Holders of Allowed TRA Claims, of the Partnership Consideration to which PubCo is directly or indirectly entitled on account of the Existing Partnership Interests held directly by PubCo, or indirectly by PubCo through the Blocker Entity, which Pro Rata share of such Partnership Consideration shall be either, as elected by such Holder in its sole discretion, (i) the Partnership Equity Consideration in the form of New Class A Common Stock, (ii) the Partnership Cash Consideration or (iii) a combination of the Partnership Equity Consideration and the Partnership Cash Consideration; *provided, however*, that the JLL GP, on account of its interest in the Allowed TRA Claims held by the JLL Holders, shall receive its Pro Rata share, as compared to all Holders of Allowed TRA Claims, of the Partnership Consideration in the form of Partnership Equity Consideration, which shall be in the form of New Partnership Interests (and an equivalent amount of New Class B Common Stock); *provided, further, however*, that any Holder of an Allowed TRA Claim that fails to properly elect the form

of Partnership Consideration it is entitled to receive on its Ballot shall receive such Partnership Consideration in the form of Partnership Equity Consideration and such Partnership Equity Consideration shall be in the form of New Class A Common Stock.

(3) Impairment and Voting: Class 4 is Impaired by the Plan. Each Holder of an Allowed TRA Claim is entitled to vote to accept or reject the Plan.

(v) Class 5 – Intercompany Claims.

(1) Classification: Class 5 consists of all Intercompany Claims. All Intercompany Claims are Allowed.

(2) Treatment: Each Allowed Intercompany Claim shall be adjusted, continued, contributed to capital or discharged to the extent determined by either (x) the Debtors, with the consent of the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable.

(3) Impairment and Voting: Class 5 is Unimpaired by the Plan. Each Holder of an Allowed Intercompany Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Intercompany Claim is not entitled to vote to accept or reject the Plan.

(vi) Class 6 – Intercompany Interests.

(1) Classification: Class 6 consists of all Intercompany Interests. All Intercompany Interests are Allowed.

(2) Treatment: On the Effective Date, all Allowed Intercompany Interests shall be Reinstated and otherwise rendered Unimpaired pursuant to section 1124 of the Bankruptcy Code.

(3) Impairment and Voting: Class 6 is Unimpaired by the Plan and each Holder of an Allowed Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Intercompany Interest is not entitled to vote to accept or reject the Plan.

(vii) Class 7 – Existing Partnership Interests.

(1) Classification: Class 7 consists of all Existing Partnership Interests. All Existing Partnership Interests are Allowed.

(2) Treatment: On the Effective Date, except to the extent a Holder of an Allowed Existing Partnership Interest agrees to less favorable treatment with either (x) the Debtors, with the consent of the Required Consenting Lenders, or (y) the Reorganized Debtors, as applicable, each Holder of an Allowed Existing Partnership Interest shall receive its Pro Rata share, as compared to all Holders of Allowed Existing Partnership Interests, of either, as elected by such Holder in its sole discretion (or, in the case of PubCo and the Blocker Entity, as Holders of Allowed Existing Partnership Interests, as

elected by Holders of Allowed TRA Claims in their respective sole discretion in accordance with Article III.C(iv)(2) and on account of their Claims against PubCo), (i) the Partnership Equity Consideration in the form of New Class A Common Stock, (ii) the Partnership Cash Consideration or (iii) a combination of the Partnership Equity Consideration and the Partnership Cash Consideration; *provided, however*, that the JLL GP, on account of its interest in the Allowed Existing Partnership Interests held by the JLL Holders, shall receive its Pro Rata share, as compared to all Holders of Allowed Existing Partnership Interests, of the Partnership Consideration in the form of Partnership Equity Consideration, which shall be in the form of New Partnership Interests (and an equivalent amount of New Class B Common Stock); *provided, further, however*, that any Holder of an Allowed Existing Partnership Interest that fails to properly elect the form of Partnership Consideration it is entitled to receive on its Ballot shall receive such Partnership Consideration in the form of Partnership Equity Consideration and such Partnership Equity Consideration shall be in the form of New Class A Common Stock.

(3) Impairment and Voting: Class 7 is Impaired by the Plan. Each Holder of an Allowed Existing Partnership Interest is entitled to vote to accept or reject the Plan.

(viii) Class 8 –Existing PubCo Interests.

(1) Classification: Class 8 consists of all Existing PubCo Interests.

(2) Treatment: On the Effective Date, all Existing PubCo Interests shall be cancelled, and Holders of Existing PubCo Interests shall receive no recovery under the Plan.

(3) Impairment and Voting: Class 8 is Impaired by the Plan, and each Holder of an Existing PubCo Interest is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of an Existing PubCo Interest is not entitled to vote to accept or reject the Plan.

#### **D. Special Provisions Regarding Unimpaired Claims**

Notwithstanding anything to the contrary in the Plan or the Plan Documents, (a) each Administrative Claim and any Claim arising prior to the Effective Date in Class 2 or 3 (including Claims for Cure and Claims arising from the rejection of any Executory Contract or Unexpired Lease, if any) of the Plan (each, an “**Unimpaired Claim**”) shall not be deemed settled, satisfied, resolved, released, discharged, barred or enjoined by any provision of the Plan or the Plan Documents, and (b) the property of the Debtors’ Estates that vests in the Reorganized Debtors pursuant to Article V.I of the Plan shall not be free and clear of the right of the Holder of such Unimpaired Claim to enforce its contractual rights in respect of its Unimpaired Claim against the Reorganized Debtors, in each case, until such Claim has been (x) paid in full in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtors or Reorganized Debtors, or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) otherwise satisfied or disposed of as determined by a court of competent jurisdiction. The Debtors, the Reorganized Debtors and any other Entity shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment, if any, as to Unimpaired

Claims. For the avoidance of doubt, the foregoing limitation shall not apply to (i) any Claims or Causes of Action held by a Debtor or its Estate or a Reorganized Debtor that are released pursuant to Article X.E of the Plan (the “**Debtor Released Claims**”) or (ii) any Claims or Causes of Action held by any Releasing Party that are released pursuant to Article X.F of the Plan (the “**Third Party Released Claims**”); *provided*, that, for the avoidance of doubt, the Third Party Released Claims shall not include any right of the Holder of such Unimpaired Claim to enforce its contractual rights in respect of its Unimpaired Claim against the Reorganized Debtors as set forth herein or to enforce its contractual rights against any Non-Debtor Affiliate that is contractually liable along with a Reorganized Debtor with respect to such Holder’s Unimpaired Claim. Such Debtor Released Claims and Third Party Released Claims shall be deemed settled, satisfied, resolved, released, discharged, barred and/or enjoined by the applicable provisions under, and pursuant to the express terms of, the Plan and Plan Documents on the Effective Date. Holders of Unimpaired Claims shall not be required to file a Proof of Claim with the Court and shall retain all their rights under applicable non-bankruptcy law to pursue their Unimpaired Claims in any forum with jurisdiction over the parties. If the Debtors or the Reorganized Debtors dispute any Unimpaired Claim, such dispute shall be determined, resolved or adjudicated pursuant to applicable non-bankruptcy law.

**E. Subordinated Claims**

Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Reorganized Debtors, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

**A. Presumed Acceptance of the Plan**

Classes 2, 3, 5 and 6 are Unimpaired by the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

**B. Deemed Rejection of the Plan**

Class 8 is Impaired by the Plan and is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

**C. Voting Classes**

Each Holder of an Allowed Claim or Allowed Equity Interest in the Voting Classes as of the applicable Voting Record Date is entitled to vote to accept or reject the Plan.

**D. Acceptance by Impaired Classes of Claims and Equity Interests**

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the

Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds in dollar amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

**E. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code**

The Debtors may request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors, with the consent of the Required Consenting Lenders, reserve the right to modify the Plan, the Plan Supplement, or the Disclosure Statement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

**F. Plan Cannot Be Confirmed as to Some or All Debtors**

If the Plan cannot be confirmed as to some or all of the Debtors, then the Debtors, with the consent of the Required Consenting Lenders and without prejudice to and subject to the respective parties' rights under the RSA, (a) may revoke the Plan as to all of the Debtors or (b) may revoke the Plan as to any Debtor (and any such Debtor's Chapter 11 Case may be converted, continued or dismissed) and confirm the Plan as to the remaining Debtors to the extent required without the need for re-solicitation as to any Holder of a Claim against and/or Equity Interest in a Debtor for which the Plan is not so revoked.

**ARTICLE V.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

**A. Corporate and Organizational Existence; Reorganized Capital Structure and the New Common Equity**

The Reorganized Debtors shall continue to exist as separate legal entities, pursuant to the applicable organizational documents in effect prior to the Effective Date, except to the extent such organizational documents are amended by the Plan, without any prejudice to any right to terminate such existence (whether by merger or otherwise) in accordance with applicable law after the Effective Date. To the extent such documents are amended on or prior to the Effective Date, such documents are deemed to be amended pursuant to the Plan without any further notice to or action, order, or approval of the Bankruptcy Court.

On the Effective Date, the reorganized capital structure of the Reorganized Debtors shall consist of (i) the New RCF, (ii) the New Partnership Interests, (iii) New Class A Common Stock, including the MIP Equity reserved for issuance by the New Board, and (iv) New Class B Common Stock.

On the Effective Date, the equity interests in Reorganized PubCo shall consist of:

- New Class A Common Stock (including the MIP Equity reserved for issuance by the New Board), each share of which shall have one (1) vote; and

- New Class B Common Stock, each share of which shall have one (1) vote.

On the Effective Date, the equity interests in the Reorganized Partnership shall consist of the New Partnership Interests.

Each Holder of (i) a Term Loan Claim, (ii) a TRA Claim and/or (iii) an Existing Partnership Interest that is entitled to receive New Common Equity hereunder, pursuant to its applicable Ballot(s), shall receive its applicable Pro Rata share of New Common Equity in the form of New Class A Common Stock (and Reorganized PubCo and the Reorganized Blocker Entity shall collectively receive an equivalent amount of New Partnership Interests, which, as between such Entities, shall be received in such proportion as determined by the Debtors on or prior to the Effective Date); *provided*, that, the JLL GP, on account of its interest in the Allowed TRA Claims and the Allowed Existing Partnership Interests held by the JLL Holders, shall receive its Pro Rata share, as compared to all Holders of Allowed TRA Claims or all Holders of Allowed Existing Partnership Interests, respectively, of the Partnership Consideration in the form of Partnership Equity Consideration, which shall be in the form of New Partnership Interests (and an equivalent amount of New Class B Common Stock). New Partnership Interests shall be exchangeable into New Class A Common Stock, on a one-for-one basis, pursuant to terms and conditions to be set forth in the New JGW Governance Documents, *provided*, that in order to exchange such New Partnership Interests, the exchanging holder must also deliver the equivalent amount of New Class B Common Stock to the number of New Partnership Interests being exchanged, and such shares of New Class B Common Stock shall be immediately cancelled by Reorganized PubCo.

If directed by the Required Consenting Lenders, in their sole discretion, Reorganized JGW will use reasonable best efforts as soon as practically possible: (i) to terminate the effectiveness of the Registration Statements and to remove from registration any securities that remain unsold at the termination of the offering covered by the Registration Statements, (ii) to terminate PubCo's registration of its existing Class A common stock under Section 12 of the Exchange Act and suspend its reporting obligations under Sections 13(a) and 15(d) of the Exchange Act, including seeking no-action relief from the Securities and Exchange Commission, and (iii) to delist from the OTCQX and/or relist on such other securities exchange or over-the-counter market as determined by the Required Consenting Lenders and, if applicable, to comply with the initial and continuing listing requirements of such securities exchange or over-the-counter market, including, without limitation, public disclosure requirements.

## **B. Organizational Documents of the Reorganized Debtors**

The certificates of incorporation, certificates of formation, limited liability company agreements, operating agreements, bylaws, any other New JGW Governance Documents or other organizational documents of the Reorganized Debtors, shall be amended and restated as necessary to satisfy the provisions of the Plan and the Bankruptcy Code, and, other than as set forth in the RSA or as forth below, shall be in form and substance acceptable to the Required Consenting Lenders, in their sole discretion. The New JGW Governance Documents, as applicable, shall satisfy the provisions of the Plan and the Bankruptcy Code, and shall authorize the issuance of the New Common Equity in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by the Plan. Pursuant to the RSA, the

Required Consenting Lenders shall consult with the Debtors and the other Consenting Lenders with respect to the terms and conditions of the New JGW Governance Documents, as applicable. In each case, to the extent necessary, the applicable organizational documents of the Reorganized Debtors will (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code, and (ii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and restate their respective certificate of incorporation, certificate of formation, limited liability company agreement, operating agreement, and bylaws, and other applicable organizational documents, as permitted by applicable law and pursuant to the terms contained therein.

The New JGW Governance Documents will contain such provisions to be determined by the Required Consenting Lenders in their sole discretion and in all respects consistent with the RSA. At the direction of the Required Consenting Lenders, the New JGW Governance Documents may provide for, among other things, restrictions on transfer of the New Common Equity (as further described in the Restructuring Term Sheet and Article V.F herein), voting agreements and obligations with respect to the election of the directors of Reorganized PubCo and certain other matters, information rights, preemptive rights, registration rights and confidentiality obligations.

To the extent required under the Plan or applicable nonbankruptcy law, the Reorganized Debtors will file their respective organizational documents with the applicable Secretaries of State or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation.

**C. Managers, Directors and Officers of Reorganized Debtors; Corporate Governance; Non-Debtor Financings and Securitizations**

The New Board shall be selected by the Required Consenting Lenders, effective as of the Effective Date. To the extent not previously disclosed, the Debtors may disclose in the Plan Supplement, and, in any event, will disclose prior to the Confirmation Hearing, the affiliations of each Person proposed to serve on the New Board or as an officer of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a manager, director or officer, the nature of any compensation for such Person.

On and after the Effective Date, Reorganized PubCo shall be the sole managing member of the Reorganized Partnership and the sole stockholder of the Reorganized Blocker Entity, and management of the Reorganized Partnership and the Reorganized Blocker Entity shall be vested exclusively with Reorganized PubCo subject to the terms and conditions of the New JGW Governance Documents. The Reorganized Partnership will remain the parent entity of J.G. Wentworth, LLC, and J.G. Wentworth, LLC will remain the parent entity of Orchard Acquisition Company, LLC.



The Non-Debtor Affiliates will continue to operate in the ordinary course, subject to the direction of the New Board, all Non-Debtor Financings and Securitizations shall remain in effect in the ordinary course, and any Claims for any guarantee or indemnity obligation against any Debtor related to the Non-Debtor Financings and Securitizations shall be deemed to be Allowed Claims under Class 3, General Unsecured Claims, and shall be Unimpaired as provided in the treatment of Class 3.

**D. New RCF Credit Agreement**

On the Effective Date, the applicable Reorganized Debtors shall execute and deliver the New RCF Credit Agreement, and shall execute, deliver, file, record, and issue any other related notes, guarantees, deeds of trust, security documents or instruments (including UCC financing statements), amendments to the foregoing, or agreements in connection therewith, in each case, without (A) further notice to or order of the Bankruptcy Court or (B) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. On the Effective Date, upon the granting of Liens under the New RCF Credit Agreement and its related documentation, (i) the lenders thereunder shall have valid, binding and enforceable Liens as specified therein and (ii) the Liens granted to secure the obligations arising thereunder shall be granted in good faith as an inducement to the lenders thereunder to extend credit under the New RCF and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens shall be as set forth in the New RCF Credit Agreement and its related documentation.

Pursuant to and subject to the terms of the New RCF Commitment Letter and the RSA, as consideration for the New RCF Commitment and its commitment to lend and its arrangement of the New RCF, the New RCF Commitment Party shall receive payment of the New RCF Commitment Fee, which shall be earned as of the date of the New RCF Commitment Letter and shall be due and payable upon the earlier of (x) the Effective Date and (y) the effective date of any Subsequent Restructuring Transaction; *provided*, that the New RCF Commitment Fee shall be subject to the terms and conditions contained in the New RCF Commitment Letter if and when executed and delivered. On the Effective Date, the New RCF Commitment Party, in its capacity as a lender under the New RCF, shall receive payment of the New RCF Closing Fee.

The form of the New RCF Credit Agreement, the terms of which shall have been provided in a term sheet filed with the Plan Supplement, shall be amended to reflect the definitive aggregate principal amount of the New RCF, the proceeds of which shall be used to fund (among other things) the aggregate amount of the Partnership Cash Consideration and shall be consistent with the Restructuring Term Sheet, together with any other amendments consistent with the Plan and the Bankruptcy Code, which amendments shall be in form and substance reasonably acceptable to the Debtors, the Required Consenting Lenders and the New RCF Commitment Party.

**E. New RCF Effective Date Loans; Term Lender Cash Consideration and Required Pro Forma Liquidity**

After the occurrence of the Confirmation Date and prior to the Effective Date, the Debtors shall calculate the aggregate amount of the Partnership Cash Consideration, as elected

by all eligible Holders in accordance with Article III.C(iv)(2) and Article III.C(vii)(2). Prior to the Effective Date, the Debtors and the Required Consenting Lenders shall also determine the Required Pro Forma Liquidity. After determination of the Required Pro Forma Liquidity, and in accordance herewith, the Required Consenting Lenders shall determine the aggregate size of the New RCF, which amount shall be consistent with the Restructuring Term Sheet. After receipt of all invoices for fees and expenses in connection with the Restructuring Transactions, and based upon the Required Pro Forma Liquidity and the aggregate size of the New RCF, the Debtors will calculate the amount of the Term Lender Cash Consideration. All such calculations and determinations with respect to the Term Lender Cash Consideration shall be subject to the reasonable consent of the Required Consenting Lenders. After giving effect to the calculations described in this Article V.E, in no event shall an amount less than the Required Pro Forma Liquidity be available on the Reorganized Debtors' balance sheet in immediately available funds as of the Effective Date.

#### **F. Issuance of New Securities and Related Documents**

On the Effective Date, the Reorganized Debtors will be authorized to, and will, issue and execute, as applicable, the New Securities and Related Documents, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. None of the New Common Equity will be certificated, and all of the New Common Equity will be recorded in book-entry form unless decided otherwise by the Required Consenting Lenders prior to the Effective Date or the New Board after the Effective Date.

The issuance and distribution of the New Common Equity will be made in reliance on the exemption from registration under the Securities Act provided by section 1145(a) of the Bankruptcy Code, or section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, in each case to the extent applicable, and will be exempt from registration under applicable securities laws. Without limiting the effect of section 1145 of the Bankruptcy Code, or section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, all financing documents, agreements, and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of the Plan, including, without limitation, the New Securities and Related Documents, the New JGW Governance Documents and any other agreement or document related to or entered into in connection with any of the foregoing, will become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by such applicable agreement).

Upon the Effective Date, after giving effect to the Restructuring Transactions, the authorized capital stock or other equity securities of the Reorganized Partnership and Reorganized PubCo will be as designated in the applicable New JGW Governance Documents.

Each holder of New Class A Common Stock and New Class B Common Stock shall be deemed to be a party to and bound to the terms of the Stockholders Agreement and each holder of the New Partnership Interests shall be deemed to be a party to and bound to the terms of the

New Partnership Operating Agreement, as applicable, from and after the Effective Date even if not a signatory thereto.

If directed by the Required Consenting Lenders, the New JGW Governance Documents shall contain restrictions on Transfers applicable to all of the New Common Equity from and after the Effective Date and after giving effect to the transactions contemplated hereby, including, without limitation:

- any Transfer of shares of New Class B Common Stock or New Partnership Interests shall only be permitted so long as an equivalent amount of New Class B Common Stock and New Partnership Interests, as applicable, are Transferred to the same transferee;
- any Transfer of the New Common Equity will comply with applicable securities laws generally for such Transfers;
- any Transfer of the New Common Equity shall not cause, directly or indirectly, Reorganized JGW, Reorganized PubCo, the Reorganized Partnership or any of their direct or indirect subsidiaries or affiliates to be required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act;
- any Transfer of the New Common Equity shall not be to a competitor of Reorganized PubCo, the Reorganized Partnership or any of their respective subsidiaries, as determined in the reasonable discretion of the New Board;
- rights of first refusal, tag-along rights and drag-along rights applicable to certain Transfers of the New Common Equity on such terms and conditions to be provided in the New JGW Governance Documents; and
- such other provisions to be determined by the Required Consenting Lenders in their sole discretion and consistent with the RSA and the Restructuring Term Sheet.

The New JGW Governance Documents shall provide that any Transfer not in conformity with the foregoing restrictions and the other restrictions set forth in the New JGW Governance Documents shall be null and void *ab initio*. All book-entry forms for any shares, units or interests, as applicable, of New Common Equity, including the New Class A Common Stock, the New Class B Common Stock and the New Partnership Interests, shall bear conspicuous legends that such securities are subject to the terms and conditions set forth in the New JGW Governance Documents, including with respect to the restrictions of transfer set forth therein and restrictions of transfer under the applicable securities laws.

#### **G. Management Incentive Plan**

The MIP, including the distribution of the Effective Date Grant, shall be adopted by the New Board immediately after the Effective Date, the terms of which shall be in form and substance set forth in the RSA and the Restructuring Term Sheet. All MIP Equity reserved for issuance pursuant to the MIP shall proportionally dilute all of the New Common Equity issued pursuant to this Plan.

## **H. Restructuring Transactions**

Prior to, on, or after the Effective Date, and pursuant to the Plan, the Debtors, and/or the Reorganized Debtors, as applicable, shall implement the Restructuring Transactions. The Debtors and/or the Reorganized Debtors, as applicable, shall take any actions, as agreed to by the Required Consenting Lenders, as may be necessary or appropriate to effect a restructuring of the Debtors' business or the overall organization or capital structure consistent with the terms of this Plan and the RSA. The actions taken by the Debtors and/or the Reorganized Debtors, as applicable, to effect the Restructuring Transactions, with the consent of the Required Consenting Lenders, may include: (i) the execution, delivery, adoption, and/or amendment of appropriate agreements or other documents of restructuring, conversion, disposition, dissolution, liquidation, merger or transfer containing terms that are consistent with the terms of the Plan and any documents contemplated hereunder and that satisfy the applicable requirements of applicable state law and any other terms to which the applicable parties may agree; (ii) the execution, delivery, adoption, and/or amendment 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 any documents contemplated hereunder and having any other terms for which the applicable parties may agree; (iii) the filing of appropriate certificates or articles of incorporation or formation, reincorporation, merger, or conversion, dissolution or other organizational documents, as applicable, pursuant to applicable state law; (iv) the execution, delivery, adoption, and/or amendment of all filings, disclosures or other documents necessary to obtain the Third Party Approvals and/or (v) all other actions that the Debtors and/or the Reorganized Debtors, as applicable, determine, with the consent of the Required Consenting Lenders, to be necessary, desirable, or appropriate to implement, effectuate, and consummate the Plan or the Restructuring Transactions contemplated hereby, including making filings or recordings that may be required by applicable state law in connection with the Restructuring Transactions. All matters provided for pursuant to the Plan that would otherwise require approval of the equity holders, managing members, members, managers, directors, or officers of any Debtor (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the equity holders, managing members, members, managers, directors, or officers of such Debtors, or the need for any approvals, authorizations, actions or consents of any Person.

## **I. Vesting of Assets in the Reorganized Debtors**

Except as provided elsewhere in the Plan, or in the Confirmation Order, on or after the Effective Date, all property and assets of the Estates (including, without limitation, Causes of Action and Avoidance Actions, but only to the extent such Causes of Action and Avoidance Actions have not been waived or released pursuant to the terms of the Plan, pursuant to an order of the Bankruptcy Court, or otherwise) and any property and assets acquired by the Debtors pursuant to the Plan, will vest in the Reorganized Debtors, free and clear of all Liens or Claims. Except as may be otherwise provided in the Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order.

**J. Release of Liens, Claims and Equity Interests**

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan (including in both cases, without limitation, with respect to the New RCF Credit Agreement), concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, or Equity Interests in or against the property of the Estates will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens, Claims, or Equity Interests will, if necessary, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors and shall incur no liability to any Entity in connection with its execution and delivery of any such instruments.

On the Effective Date, in exchange for the treatment described herein and as set forth in Article III.C(i)(2), the Term Loan Claims shall be discharged, the Liens on the Collateral (as defined in the Existing Credit Agreement) shall be released and the Existing Credit Agreement and the Guaranty (as defined in the Existing Credit Agreement) shall be cancelled and be of no further force or effect. Simultaneously, in consideration of the treatment of the Term Loan Claims provided herein, the Guaranty of the Term Loan Claims by the Subsidiary Guarantors (as defined in the Existing Credit Agreement) shall be deemed automatically released upon the Effective Date without any further action by the TL Agent or the Term Lenders and without any further notice to or action, order, or approval of the Bankruptcy Court other than the approval provided in the Confirmation Order.

**K. Cancellation of Stock, Certificates, Instruments and Agreements**

On the Effective Date, except as provided below, all stock, units, instruments, certificates, agreements and other documents evidencing the Existing PubCo Interests and the Existing Partnership Interests will be cancelled, and the obligations of the Debtors thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. On the Effective Date, the TL Agent will be released and discharged from any further responsibility under the Existing Credit Agreement and the Loan Documents (as defined therein).

**L. Preservation and Maintenance of Debtor Causes of Action****(i) Maintenance of Causes of Action**

In accordance with section 1123(b) of the Bankruptcy Code, except as otherwise provided in Article X or elsewhere in the Plan or the Confirmation Order, or in any contract, instrument, release, or other agreement entered into in connection with the Plan, on and after the Effective Date, the Reorganized Debtors shall retain any and all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, whether existing as of the Petition

Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may, in their sole and absolute discretion, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all such Causes of Action, without notice to or approval from the Bankruptcy Court. The Reorganized Debtors or their respective successor(s) may pursue such retained claims, rights or Causes of Action, suits, or proceedings as appropriate, in accordance with the best interests of the Reorganized Debtors or their respective successor(s) who hold such rights. Upon the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be deemed to have released all Preference Actions, if any.

(ii) Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is (A) expressly waived, relinquished, released, compromised or settled in the Plan (including, without limitation, and for the avoidance of doubt, the releases contained in Article X of the Plan) or any Final Order (including, without limitation, the Confirmation Order), or (B) subject to the discharge and injunction provisions in Article X of the Plan, and the Confirmation Order, in the case of each of clauses (A) and (B), the Debtors and the Reorganized Debtors, as applicable, expressly reserve such Cause of Action for later adjudication and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action upon or after the Confirmation of the Plan or the Effective Date of the Plan based on the Plan or the Confirmation Order. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

**M. Exemption from Certain Transfer Taxes**

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers or mortgages from or by the Debtors to the Reorganized Debtors or any other Person or entity pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Such exemption under section 1146(a) of the Bankruptcy Code specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, Lien, or other security interest; (2) the making or assignment of any lease or sublease; (3) any Restructuring Transaction; (4) the issuance, distribution, and/or sale of any of the New Common Equity and any other securities of the Debtors or the Reorganized Debtors; or (5) 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.

**N. Certain Tax Matters**

The parties will work together in good faith and will use reasonable best efforts to structure and implement the Restructuring Transactions and the transactions related thereto in a tax-efficient and cost-effective manner for Reorganized JGW, the Term Lenders and the Existing Partnership Equityholders.

**O. Distributions**

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Debtors or Reorganized Debtors to make payments required pursuant to the Plan will be obtained from the Cash balances of the Debtors and/or the Reorganized Debtors, including Cash from operations and the New RCF. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors, as applicable, or any designated Affiliates of the Reorganized Debtors.

**P. Restructuring Expenses**

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) without the requirement to file a fee application with the Bankruptcy Court and without any requirement for Bankruptcy Court review or approval; *provided*, that the Debtors and Reorganized Debtors (as applicable) shall have the right to review and object to any such Restructuring Expenses on reasonableness grounds. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least five (5) Business Days before the anticipated Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and Reorganized Debtors (as applicable) shall continue to pay post-Effective Date Restructuring Expenses related to implementation, consummation and defense of the Plan when due and payable in the ordinary course.

**ARTICLE VI.**

**TREATMENT OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES**

**A. Assumption of Executory Contracts and Unexpired Leases**

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, as of the Effective Date, the Debtors shall be deemed to have assumed each Executory Contract and Unexpired Lease to which it is a party in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease:

(1) was assumed or rejected previously by the Debtors; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to reject filed on or before the Effective Date; (4) is otherwise identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be rejected before the Effective Date; or (5) is to be rejected pursuant to the terms of the Plan, which shall include, without limitation, those Executory Contracts or Unexpired Leases set forth on **Schedule I** to the Plan. Except as set forth on **Schedule I** to the Plan or as otherwise provided herein, any agreement, including any guarantees to which any of the Debtors is a party, that is not considered an Executory Contract or Unexpired Lease shall be deemed to have been reinstated on the Effective Date in accordance with section 1124(2) of the Bankruptcy Code.

Without amending or altering any prior order of the Bankruptcy Court, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code. All Assumed Agreements shall remain in full force and effect for the benefit of the Reorganized Debtors, and be enforceable by the Reorganized Debtors in accordance with their terms notwithstanding any provision in such Assumed Agreement that prohibits, restricts or conditions assumption, assignment or transfer. Any provision of any Assumed Agreement that permits a person to terminate or modify such agreement or to otherwise modify the rights of the Debtors or the Reorganized Debtors, as applicable, based on the filing of the Chapter 11 Cases or the financial condition of the Debtors or the Reorganized Debtors, as applicable, shall be unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including, without limitation, any “change of control” provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Debtors’ assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-Debtor party or parties thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Assumed Agreement will revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

#### **B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases**

Any monetary defaults under each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of Cure amount in Cash, on the later of (1) Effective Date and (2) the date such payment is due pursuant to the terms of the Assumed Agreement, in the amount set forth on the Schedule of Proposed Cure Amounts, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. If an Executory Contract or Unexpired Lease is not listed on the Schedule of Proposed Cure Amounts, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be zero dollars.

Any objection by a counterparty to the Cure amount associated with any Executory Contract or Unexpired Lease to be assumed pursuant to the Plan must be filed, served and actually received by the Debtors by no later than seven (7) days prior to the date of the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that



fails to object timely to the proposed assumption or Cure amount will be deemed to have assented thereto and will be deemed to have forever released and waived any objection to the proposed assumption or Cure amount. In the event of a dispute regarding (1) the Cure amount, (2) the ability of the Reorganized Debtors 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 (3) any other matter pertaining to assumption, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

### **C. Rejection of Executory Contracts or Unexpired Leases**

All Executory Contracts and Unexpired Leases designated for rejection in the Plan Supplement will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in this Article VI of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors or Reorganized Debtors or their properties, or any of their interests in properties as agent, successor or assign, unless a Proof of Claim is filed and served upon counsel to the Reorganized Debtors within thirty (30) days after the later of (i) service of notice of the Effective Date and (ii) service of notice of the effective date of rejection of the executory contract or unexpired lease. All claims arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as General Unsecured Claims, subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Notwithstanding anything to the contrary herein, no Claims, General Unsecured Claims or otherwise, shall arise or be payable with respect to rejection of the agreements set forth on **Schedule I**. Notwithstanding anything to the contrary herein, the TRA Claims are and shall receive the treatment of Class 4 Claims in accordance with Article III.C(iv)(2) of the Plan.

### **D. Assumption of Insurance Policies**

Notwithstanding anything in the Plan to the contrary, 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, pursuant to section 365(a) of the Bankruptcy Code, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto, including all D&O Liability Insurance Policies (including any obligations to obtain tail coverage liability insurance due to the change in control triggered on the Effective Date). Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ assumption of all such insurance policies, including the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies, including the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce, modify or restrict in any way, the coverage under any D&O Liability Insurance Policy (including such tail coverage liability insurance) in effect as of the Effective Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy (and all tail coverage related thereto) regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

#### **E. Indemnification**

The indemnification provisions in any Indemnification Agreement with respect to or based upon any act or omission taken or omitted by an indemnified party in such indemnified party's capacity under such Indemnification Agreement will be Reinstated (or assumed, as the case may be) and will survive effectiveness of the Plan. No such Reinstatement or assumption shall in any way extend the scope or term of any indemnification provision beyond that contemplated in the applicable Indemnification Agreement. Notwithstanding anything to the contrary herein, any indemnification and reimbursement provisions under the Existing Credit Agreement which are expressly stated to survive any repayment under, or termination of, the Existing Credit Agreement shall survive any cancellation or discharge under this Plan in accordance with its terms, and any rights that the TL Agent may have under the agency provisions of the Existing Credit Agreement shall survive any such cancellation or discharge.

#### **F. Severance Agreements and Compensation and Benefit Programs; Employment Agreements**

Except as otherwise provided in the Plan or any order of the Bankruptcy Court, all severance policies, all severance arrangements, and all compensation and benefit plans, policies, and programs of the Debtors generally applicable to its employees, retirees, and the employees and retirees of its subsidiaries, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance agreements and arrangements, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans and the Company CEO's amended employment agreement (which provides the Company CEO with all existing rights and privileges until the Effective Date and, on and after the Effective Date, provides the Company CEO with solely the right to resign and receive severance payments equal to one million four hundred thousand dollars (\$1,400,000) (paid during the twenty-four (24) months following termination pursuant to Reorganized JGW's regular payroll practices)), are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code; *provided, however*, the Required Consenting Lenders and the Company CEO shall negotiate in good faith regarding a new employment agreement for the Company CEO to be effective as of the Effective Date, which shall supersede the Company CEO's existing employment agreement and include, among other terms, (i) in the event of his termination by Reorganized JGW without cause or termination by the Company CEO for good reason, severance of one million four hundred thousand dollars (\$1,400,000) and (ii) reasonable commuting expenses. Any and all other employment agreements with the Debtors in effect prior to the Effective Date shall be terminated and no Claims, General Unsecured Claims or otherwise, shall arise or be payable from the termination of any employment agreement with the Debtors.

**G. Workers' Compensation Benefits**

Except as otherwise provided in the Plan, as of the Effective Date, the Debtors and the Reorganized Debtors will continue to honor their obligations under: (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, and any other policies, programs, and plans regarding or relating to workers' compensation and workers' compensation insurance; all such contracts and agreements are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan will not impair or otherwise modify any rights of the Reorganized Debtors under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance.

**ARTICLE VII.****PROVISIONS GOVERNING DISTRIBUTIONS****A. Distribution Record Date**

Distributions hereunder to the Holders of Allowed Claims shall be made to the Holders of such Claims as of the Distribution Record Date. Any transfers of Claims after the Distribution Record Date shall not be recognized for purposes of the Plan. On the Distribution Record Date, the TL Agent shall provide a true and correct copy of the registry for the Term Loan Claims to the Debtors. The Distribution Agent, or any party responsible for making distributions pursuant to this Article VII shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the transfer ledgers and registries as of the close of business on the Distribution Record Date.

**B. Dates of Distributions**

Except as 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 as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the distributions that the Plan provides for Allowed Claims in the applicable Class and in the manner provided herein. In the event that any payment or act under the Plan is required to be made or performed on a date that is not on 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. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for therein, regardless of whether distributions are delivered on or at any time after the Effective Date.

**C. Distribution Agent**

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by Reorganized JGW as Distribution Agent, or by such other Entity designated by Reorganized

JGW as a Distribution Agent on the Effective Date. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of the duties as Distribution Agent unless otherwise ordered by the Bankruptcy Court. For purposes of Cash distributions under the Plan to the Holders of Term Loan Claims, the TL Agent will be and shall act as the Distribution Agent and in acting in such capacity shall be entitled to all of the rights, protections, and indemnities afforded to the TL Agent under the Existing Credit Agreement.

The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated hereby, (c) employ professionals to represent it with respect to its responsibilities, and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof. If the Distribution Agent is an entity other than a Reorganized Debtor, such entity shall be paid its reasonable fees and expenses, including the reasonable fees and expenses of its attorneys or other professionals.

**D. Cash Distributions**

Distributions of Cash may be made either by check drawn on a domestic bank or wire transfer from a domestic bank, at the option of the Reorganized Debtors, except that Cash payments made to foreign Holders of Claims or Equity Interests, if any, may be made in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

**E. Rounding of Payments**

Whenever payment of a fraction of a dollar would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole dollar or zero if the amount is less than one dollar.

No fractional membership units or shares shall be issued or distributed under the Plan. Each Person entitled to receive New Common Equity shall receive the total number of whole units or shares of New Common Equity to which such Person is entitled. Whenever any distribution to a particular Person would otherwise call for the distribution of a fraction of a unit or share of New Common Equity, the actual distribution of units or shares of such Equity Interests shall be rounded down to the nearest whole number.

To the extent Cash, shares, stock, or units that are to be distributed under the Plan remain undistributed as a result of the rounding down of such fraction to the nearest whole dollar or whole number of notes, shares, stock, or units, such Cash, shares, stock, or units shall be treated as an Unclaimed Distribution under the Plan.

**F. Allocation between Principal and Interest**

Distributions to any Holder of an Allowed Claim shall be allocated first to the principal amount of any such Allowed Claim, and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

**G. General Distribution Procedures**

The Distribution Agent shall make all distributions of Cash or other property required under the Plan, unless the Plan specifically provides otherwise. All Cash and other property held by the Reorganized Debtors for distribution under the Plan shall not be subject to any claim by any Person, except as provided under the Plan.

**H. Address for Delivery of Distributions**

Distributions to Holders of Allowed Claims, to the extent provided for under the Plan, shall be made (1) at the address set forth on any proofs of claim filed by such Holders (to the extent such proofs of claim are filed in the Chapter 11 Cases), (2) at the address set forth in any written notices of address change delivered to the Debtors, (3) at the address in the Debtors' books and records, or (4) in accordance with the Existing Credit Agreement.

**I. Unclaimed Distributions**

If the distribution to the Holder of any Allowed Claim or Equity Interest becomes an Unclaimed Distribution, no further distribution shall be made to such Holder, and the Reorganized Debtors shall have no obligation to make any further distribution to the Holder.

Such Unclaimed Distribution and such Holder's rights to the distribution or any subsequent distribution shall be deemed forfeit under the Plan. Notwithstanding any federal or state escheat, abandoned or unclaimed property laws to the contrary, such Unclaimed Distribution and any subsequent distributions on account of such Holder's Allowed Claim or Equity Interest shall be deemed disallowed, discharged and forever barred as unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to and vest in the Reorganized Debtors free of any restrictions thereon. Holders that fail to claim such Unclaimed Distribution shall have no claim whatsoever on account of such Unclaimed Distribution, or any subsequent distributions, against the Debtors or the Reorganized Debtors or against any Holder of an Allowed Claim or Allowed Equity Interest to whom distributions are made by the Reorganized Debtors.

**J. Withholding Taxes**

Pursuant to section 346(f) of the Bankruptcy Code, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by federal, state or local taxing authorities and shall be entitled to deduct any federal, state or local withholding taxes from any distributions made with respect to Allowed Claims, as appropriate. From and as of the Effective Date, the Reorganized Debtors shall comply with all reporting obligations imposed on it by any Governmental Unit in accordance with applicable law with respect to such withholding taxes. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors 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. As a condition to receiving any distribution under the Plan, the Reorganized Debtors may require that the Holder of an Allowed

Claim entitled to receive a distribution pursuant to the Plan provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Reorganized Debtors to comply with applicable tax reporting and withholding laws. Notwithstanding the foregoing, each Holder of an Allowed Claim or Allowed Equity Interest that is to receive a distribution hereunder shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such distribution.

**K. No Postpetition Interest on Claims**

Unless otherwise specifically provided for in an order of the Court, the Plan, or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Equity Interests and no Holder of a Claim or Equity Interest shall be entitled to interest, dividends, or other accruals accruing on or after the Petition Date on any such Claim or Equity Interest.

**L. Setoffs**

The Reorganized Debtors may, to the extent permitted under applicable law, setoff against any Allowed Claim and any distributions to be made pursuant to the Plan on account of such Allowed Claim, the claims, rights and Causes of Action of any nature that the Reorganized Debtors may hold against the Holder of such Allowed Claim that are not otherwise waived, released or compromised in accordance with the Plan; *provided, however*, that neither such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any such claims, rights and Causes of Action that the Reorganized Debtors possesses against such Holder; *provided, further, however*, that the Reorganized Debtors shall not seek to exercise any rights of setoff against any Term Loan Claims.

**M. Surrender of Canceled Instruments or Securities**

Except as otherwise provided herein, as a condition precedent to receiving any distribution on account of its Allowed Claim or Allowed Equity Interest, each Holder of an Allowed Claim or Allowed Equity Interest in the Voting Classes based upon an instrument or other security shall be deemed to have surrendered such instrument, security or other documentation underlying such Claim or Equity Interest and all such surrendered instruments, securities and other documentation shall be deemed canceled pursuant to Article V.L of the Plan.

**ARTICLE VIII.**

**CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

**A. Conditions to Effective Date**

Effectiveness of the Plan is subject to the satisfaction of each of the following conditions precedent:

(i) The order approving the Disclosure Statement, in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders, shall have become a Final Order.

(ii) The Confirmation Order shall have been entered and shall have become a Final Order.

(iii) The Plan and the Plan Supplement shall be in form and substance consistent with the RSA and reasonably acceptable to the Debtors and the Required Consenting Lenders.

(iv) The New RCF Commitment Letter shall not have been terminated and shall be in full force and effect.

(v) The New RCF Credit Agreement, including all documentation related thereto, in form and substance reasonably acceptable to the Debtors, the New RCF Commitment Party, and the Required Consenting Lenders, shall have been executed and delivered, all conditions to the effectiveness thereof shall have been satisfied or waived in accordance with the terms thereof and the New RCF Effective Date Loans shall be funded contemporaneously with the satisfaction of the conditions to the Effective Date.

(vi) The RSA shall not have been terminated and shall be in full force and effect (other than, for the avoidance of doubt, termination of the RSA pursuant to section 3.1(a) of the RSA).

(vii) The New JGW Governance Documents and the New Securities and Related Documents shall be in full force and effect in accordance with their respective terms and executed, as applicable.

(viii) The Debtors shall have paid in full in Cash all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date.

(ix) The Debtors shall have paid the New RCF Commitment Fee and the New RCF Closing Fee to the New RCF Commitment Party.

(x) The Debtors shall have funded in Cash the Professional Fee Reserve Amount in the Professional Fee Escrow Account.

(xi) The terms of the proposed MIP and any related documents shall be reasonably acceptable to the Debtors and the Required Consenting Lenders.

(xii) The new employment agreement for the Company CEO, as described in Article VI.F, shall have been executed and delivered and shall be in full force and effect.

(xiii) All material Third Party Approvals, to the extent required on or prior to the Effective Date, shall have been obtained and be in full force and effect.

**B. Waiver of Conditions**

The conditions to the Effective Date of the Plan set forth in this Article VIII may be waived only if waived in writing by the Debtors, the Required Consenting Lenders, and, solely with respect to clauses (ii), (iv), (v) and (ix) under Article VIII.A, the New RCF Commitment Party, without notice, leave or order of the Bankruptcy Court or any formal action, subject to any consents that may be required under the RSA; *provided*, that the condition requiring that the Confirmation Order shall have been entered by the Bankruptcy Court may not be waived.

**C. Effect of Non-Occurrence of Conditions to the Effective Date**

Absent further order of the Bankruptcy Court, if the Effective Date of the Plan does not occur within 21 days of Confirmation—which period (i) shall be extended by 30 calendar days, or such other amount of time as may be agreed between the Debtors and the Required Consenting Lenders, without any further notice to or action, order, or approval of the Bankruptcy Court, the Debtors, the Consenting Lenders or the Consenting Members, as applicable, if all conditions precedent to effectiveness of the Plan set forth in Article VIII.A, other than those set forth in Article VIII.A(xii), have been satisfied or waived, as applicable, or, for conditions that by their nature are to be satisfied on the Effective Date, shall then be capable of being satisfied and (ii) may be extended by the Debtors with the consent of the Required Consenting Lenders—the Plan will be null and void in all respects and nothing contained in the Plan, the Plan Supplement, or the Disclosure Statement will: (a) constitute a waiver or release of any Claims or Equity Interests or claims or Causes of Action of the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; (c) constitute an allowance of any Claim or Equity Interest; or (d) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

**ARTICLE IX.****RETENTION OF JURISDICTION****A. Retention of Jurisdiction**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as is legally permissible, including, without limitation, jurisdiction to:

(i) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim or Equity Interest;

(ii) grant or deny any applications for allowance of Professional Fee Claims;

(iii) resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is party or with respect to which



any Debtor or Reorganized Debtor may be liable and adjudicate and, if necessary, liquidate, any Claims arising therefrom;

(iv) resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

(v) ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of the Plan;

(vi) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date; *provided*, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

(vii) resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Confirmation Order, and all orders previously entered into by the Bankruptcy Court, or any Entity's obligations incurred in connection with the Plan;

(viii) issue and enforce 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;

(ix) enforce the terms and condition of the Plan and the Confirmation Order;

(x) resolve any cases, controversies, suits or disputes with respect to the releases, the exculpations, the indemnification provisions and other provisions contained in Article X hereof and enter such orders or take such others actions as may be necessary or appropriate to implement, enforce, or determine the scope of all such releases, exculpations, injunctions and other provisions;

(xi) enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

(xii) resolve any cases, controversies, suits or disputes that may arise in connection with or relate to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture or other agreement or document adopted or entered into in connection with the Plan, the Plan Supplement, or the Disclosure Statement;

(xiii) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order previously entered by the Bankruptcy Court, including the Confirmation Order;

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

(xv) hear any other matter not inconsistent with the Bankruptcy Code; and

(xvi) enter an order closing each of the Chapter 11 Cases.

As of the Effective Date, notwithstanding anything in this Article IX to the contrary, the New RCF Credit Agreement, the New JGW Governance Documents, and the New Securities and Related Documents shall be governed by the respective jurisdictional provisions therein.

**B. Failure of Bankruptcy Court to Exercise Jurisdiction**

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter, including the matters set for in Article IX.A of the Plan, the provisions of this Article IX shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

**ARTICLE X.**

**EFFECTS OF CONFIRMATION**

**A. General Settlement of Claims**

Pursuant to section 1123(b)(3)(A) 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 all Claims, Equity Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any distribution to be made on account of such Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims, Equity 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, the Reorganized Debtors and Holders of Claims and Equity Interests and is fair, equitable, and reasonable.

**B. Binding Effect**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, AND EACH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR AFFIRMATIVELY VOTED TO REJECT THE PLAN.**

### **C. Discharge of the Debtors**

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan or the Confirmation Order, and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests herein will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (ii) the Plan will bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g), 502(h) or 502(i) of the Bankruptcy Code; and (iv) except as otherwise expressly provided for in the Plan, all Entities will be precluded from asserting against, derivatively on behalf of, or through, the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Equity Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

### **D. Exculpation and Limitation of Liability**

The Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, filing, disseminating, implementing, administering, confirming or effecting the consummation of the Chapter 11 Cases, the Plan, the Plan Supplement, the Disclosure Statement, the RSA, the New RCF Commitment Letter, the New RCF Credit Agreement and related documents, the New JGW Governance Documents, the New Securities and Related Documents or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement, or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct. To the maximum extent permitted under applicable non-bankruptcy law, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

### **E. Releases by the Debtors**

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND THEIR**

ESTATES ARE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH DEBTOR OR ANY OF THE DEBTORS' ESTATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RSA, THE NEW RCF CREDIT AGREEMENT AND RELATED DOCUMENTS, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THE PLAN OR THE DISTRIBUTION OF THE NEW SECURITIES AND RELATED DOCUMENTS OR OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED, HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THE PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE DEBTORS TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE RSA, THE NEW RCF CREDIT AGREEMENT, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND THE CONTRACTS, INSTRUMENTS,

**RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.**

**F. Releases by Holders of Claims and Equity Interests.**

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE DEBTORS AND THEIR ESTATES AND THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASING PARTIES ARE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE DEBTORS AND THEIR ESTATES AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF ANY DEBTOR OR ANY OF THE DEBTORS' ESTATES, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR OR ANY RELEASED PARTY, ON ONE HAND, AND ANY RELEASING PARTY, ON THE OTHER HAND, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RSA, THE NEW RCF CREDIT AGREEMENT AND RELATED DOCUMENTS, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THE PLAN OR THE DISTRIBUTION OF THE NEW SECURITIES AND RELATED DOCUMENTS OR OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING**

**FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED, HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THE PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE RELEASING PARTIES TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE RSA, THE NEW RCF CREDIT AGREEMENT, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.**

**G. Injunction**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, AS OF THE EFFECTIVE DATE, ALL PERSONS THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A CLAIM THAT IS DISCHARGED OR AN EQUITY INTEREST THAT IS TERMINATED PURSUANT TO THE TERMS OF THE PLAN ARE PERMANENTLY ENJOINED AND PRECLUDED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH DISCHARGED CLAIMS OR TERMINATED EQUITY INTERESTS OR RIGHTS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST ANY RELEASED PARTY (OR PROPERTY OR ESTATE OF ANY RELEASED PARTY) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES, AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY; (II) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (III) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (IV) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY**

**DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY, PROVIDED, THAT ANY RIGHTS OF SETOFF AND RECOUPMENT OF ANY ENTITY OR PERSON ARE PRESERVED FOR THE PURPOSE OF ASSERTING SUCH RIGHTS AS A DEFENSE TO ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR ESTATES REGARDLESS OF WHETHER SUCH ENTITY OR PERSON IS THE HOLDER OF AN ALLOWED CLAIM; AND (V) COMMENCING OR CONTINUING ANY ACTION, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED SETTLED OR COMPROMISED PURSUANT TO THE PLAN, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.**

#### **H. Protection Against Discriminatory Treatment**

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

### **ARTICLE XI.**

#### **MISCELLANEOUS PROVISIONS**

##### **A. Modification of Plan**

Subject in all respects to the limitations and rights contained in the Plan and in the RSA: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend, supplement, amend and restate, or otherwise modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, after notice and hearing and entry of an order of the Bankruptcy Court, amend, supplement, amend and restate, or otherwise modify the Plan in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A Holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan, as amended, supplemented, amended and restated, or otherwise modified, if the proposed amendment, supplement, amendment and restatement, or other modification does not materially and adversely change the treatment of the Claim or Equity Interest of such Holder, or release any claims or liabilities reserved by such Holder under the Plan. Entry of the Confirmation Order shall mean that all modifications or amendments to the

Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019. Prior to the Effective Date, the Debtors may make appropriate technical adjustments to the Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments or modifications shall be reasonably satisfactory to the Required Consenting Lenders.

#### **B. Revocation of Plan**

The Debtors, with the consent of the Required Consenting Lenders, reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans, but without prejudice to the respective parties' rights under the RSA. If the Debtors revoke or withdraw the Plan, or if Confirmation or consummation of the Plan does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity.

#### **C. Severability of Plan Provisions**

If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted and the Debtors, with the consent of the Required Consenting Lenders, may amend, supplement, amend and restate, or otherwise modify the Plan to correct the defect, by amending or deleting the offending provision or otherwise, or may withdraw the Plan. Notwithstanding any such holding of the Bankruptcy Court, 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 will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

#### **D. Successors and Assigns**

The rights, benefits and obligations of any Person or 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 of that Person or Entity.



**E. Term of Injunctions or Stays**

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases, either by virtue of sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, shall remain in full force and effect until the Effective Date has occurred.

**F. Reservation of Rights**

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Effective Date shall have occurred. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or Equity Interest or other Entity, in each case, prior to the Effective Date.

**G. Notices**

Any notice, request, or demand required or permitted to be made or provided to or upon a Debtor under the Plan shall be (i) in writing, (ii) served by (a) certified mail, return receipt requested, (b) hand delivery, (c) overnight delivery service, (d) facsimile transmission or (e) email transmission, and (iii) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile or email transmission, upon confirmation of transmission, addressed as follows:

**If to the Debtors:**

Orchard Acquisition Company, LLC  
1200 Morris Drive  
Suite 300  
Chesterbrook, PA 19087  
Attn: Stephen A. Kirkwood (skirkwood@jgwentworth.com)  
Fax: (855) 285-5089

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

Counsel to the Debtors

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attn: Elisha D. Graff, Esq. (egraff@stblaw.com)  
Kathrine A. McLendon (kmclendon@stblaw.com)  
Edward R. Linden, Esq. (edward.linden@stblaw.com)  
Randi Lynn Veenstra, Esq. (randi.veenstra@stblaw.com)  
Fax: (212) 455-2502

- and -

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
Attn: Edmon L. Morton, Esq. (emorton@ycst.com)  
Sean M. Beach, Esq. (sbeach@ycst.com)  
Fax: (302) 571-1253

**If to any Consenting Lender or the TL Agent**

To such Consenting Lender or the TL Agent at the address identified in such Consenting Lender's or the TL Agent's signature page to the RSA

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

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian S. Schaible, Esq. (damian.schaible@davispolk.com)  
Natasha Tsiouris, Esq. (natasha.tsiouris@davispolk.com)  
Fax: (212) 701-5800

- and -

Potter Anderson & Corroon LLP  
1313 N Market St, 6<sup>th</sup> Floor  
Wilmington, DE 19801  
Attn: Jeremy W. Ryan, Esq. (jryan@potteranderson.com)  
Fax: (302) 658-1192

**If to the New RCF Commitment Party**

To the New RCF Commitment Party at the address identified in the New RCF Commitment Party's signature page to the RSA

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

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attn: Kelly DiBlasi, Esq. (kelly.diblasi@weil.com)  
Damian P. Ridealgh, Esq. (damian.ridealgh@weil.com)  
Fax: (212) 310-8007

## **H. Governing Law**

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

## **I. Exhibits**

All exhibits and schedules to the Plan, including the Exhibits, are incorporated and are a part of the Plan as if set forth in full herein.

## **J. Consent Rights of Required Consenting Lenders and New RCF Commitment Party**

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the Required Consenting Lenders set forth in the RSA with respect to the form and substance of this Plan, the Plan Supplement, and any other Plan Documents are fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms. In case of a conflict between the consent rights of the Required Consenting Lenders set forth in the RSA with the consent rights of the Required Consenting Lenders set forth in any Plan Document, the consent rights in the RSA shall control. In addition, the terms and conditions of the New RCF, the New RCF Credit Agreement, and all related documents shall be consistent with the Restructuring Term Sheet and Annex I thereto, and any modification, amendment, supplement or waiver of any term of such documents or of the Plan, Plan Supplement, or any other document that adversely modifies, amends, supplements or waives any provision relating to the New RCF, payment of the New RCF Commitment Fee, or payment of the New RCF Closing Fee shall be acceptable to the New RCF Commitment Party.

## **K. No Strict Construction**

The Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Lenders, the TL Agent, the Consenting Members and their respective professionals. Each of the foregoing was represented by counsel of its choice who either (a) participated in the formulation and documentation of, or (b) was afforded the opportunity to review and provide comments on, the Plan, the Plan Supplement, the Disclosure Statement, and the agreements and documents contemplated therein or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict construction shall not apply to the construction or interpretation of any provision of the Plan, the Plan Supplement, the Disclosure Statement, and the documents contemplated thereunder and related thereto.

## **L. Conflicts**

In the event of a conflict between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of a conflict between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order); *provided*,

that, in the event any such conflict is a material conflict of the type that would require the Debtors to re-solicit the votes of Holders of Claims against and/or Equity Interests in the Debtors under section 1127 of the Bankruptcy Code, the Plan shall control solely with respect to such provision giving rise to such material conflict. In the event of a conflict between the Confirmation Order and the Plan, the Confirmation Order shall control.

**M. Immediate Binding Effect**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the Holders of Claims and Equity Interests, the Released Parties, and each of their respective successors and assigns.

**N. Entire Agreement**

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

**O. Reservation of Rights**

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Equity Interests prior to the Effective Date.

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January 12, 2018

ORCHARD ACQUISITION COMPANY, LLC  
THE J.G. WENTWORTH COMPANY, LLC  
THE J.G. WENTWORTH COMPANY  
J.G. WENTWORTH, LLC  
JGW HOLDINGS, INC.

*/s/ Stewart A. Stockdale*

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Name: Stewart A. Stockdale  
Title: Chief Executive Officer

## **Schedule I**

### **Schedule of Certain Executory Contracts or Unexpired Leases to be Rejected Pursuant to the Plan**

1. Registration Rights Agreement, dated November 14, 2013, by and among PubCo (f/k/a JGWPT Holdings Inc.) and the Stockholders, as defined and named therein.
2. Any agreements to maintain a registration statement related to or in connection with the Stock Purchase Agreement, dated as of March 6, 2015, by and among PubCo, WestStar Mortgage, Inc., Walter F. Jones, Kathleen Murphy-Zimpel, and Roger W. Jones.
3. Director Designation Agreement, dated as of November 14, 2013, by and among PubCo (f/k/a JGWPT Holdings Inc.), PGHI Corp., and the JLL Holders, as defined and named therein.
4. Voting Trust Agreement, dated as of November 14, 2013, by and among PubCo (f/k/a JGWPT Holdings Inc.), the Trustees, as defined and named therein, and the Stockholders, as defined and named therein.
5. Voting Agreement, dated as of November 14, 2013, by and among the Stockholders, as defined and named therein.
6. Tax Receivable Agreement, dated November 14, 2013, by and among, inter alia, PubCo (f/k/a JGWPT Holdings Inc.) and the Principals (as defined therein) and, to the extent described therein, JLL Fund V AIF II, L.P. and the shareholders of PGHI.