

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

In re:	)	
	)	Chapter 11
VER TECHNOLOGIES HOLDCO LLC, <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 18-10834 (KG)
Debtors.	)	
	)	(Jointly Administered)

**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF VER TECHNOLOGIES HOLDCO LLC AND ITS  
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

James H.M. Sprayregen, P.C.  
Ryan Blaine Bennett (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
300 North LaSalle Street  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

Domenic E. Pacitti (DE Bar No. 3989)  
**KLEHR HARRISON HARVEY BRANZBURG LLP**  
919 N. Market Street, Suite 1000  
Wilmington, Delaware 19801  
Telephone: (302) 426-1189  
Facsimile: (302) 426-9193

- and -

- and -

Joshua A. Sussberg, P.C.  
Cristine Pirro (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

Morton Branzburg  
**KLEHR HARRISON HARVEY BRANZBURG LLP**  
1835 Market Street, Suite 1400  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 569-2700  
Facsimile: (215) 568-6603

*Counsel to the Debtors and Debtors in Possession*

Dated: July 23, 2018

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: VER Technologies HoldCo LLC (7239); CPV Europe Investments LLC (2533); FFAST Leasing California, LLC (7857); Full Throttle Films, LLC (0487); Maxwell Bay Holdings LLC (3433); Revolution Display, LLC (6711); VER Finco, LLC (5625); VER Technologies LLC (7501); and VER Technologies MidCo LLC (7482). The location of the Debtors' service address is: 757 West California Avenue, Building 4, Glendale, California 91203.

**TABLE OF CONTENTS**

	<u>Page</u>
Article I. DEFINED TERMS AND RULES OF INTERPRETATION .....	1
A. Defined Terms .....	1
B. Rules of Interpretation .....	14
Article II. ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES .....	15
A. Administrative Claims .....	15
B. DIP ABL Claims .....	17
C. DIP Term Claims .....	17
D. Priority Tax Claims .....	18
E. United States Trustee Statutory Fees .....	18
Article III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS .....	18
A. Classification of Claims and Interests .....	18
B. Treatment of Claims and Interests .....	19
C. Special Provision Governing Unimpaired Claims .....	22
D. Acceptance or Rejection of the Plan .....	22
E. Nonconsensual Confirmation .....	22
F. Subordinated Claims .....	22
G. Elimination of Vacant Classes .....	23
H. Intercompany Interests .....	23
Article IV. MEANS FOR IMPLEMENTATION OF THE PLAN .....	23
A. General Settlement of Claims .....	23
B. Sources for Plan Distributions and Transfers of Funds Among Debtors .....	23
C. Restructuring Transactions .....	24
D. Corporate Existence .....	25
E. Vesting of Assets in the Reorganized Debtors .....	25
F. Indemnification Provisions in Organizational Documents .....	25
G. Cancellation of Agreements and Equity Interests .....	26
H. Approval of Restructuring Support Agreement and New Facility Documentation .....	26
I. Reorganized Debtors' Equity Interests .....	27
J. Exemption from Registration Requirements .....	27
K. Organizational Documents .....	28
L. Exemption from Certain Transfer Taxes and Recording Fees .....	28
M. Directors and Officers of the Reorganized Debtors .....	28
N. Directors' and Officers' Insurance Policies .....	28
O. Preservation of Rights of Action .....	29
P. Corporate Action .....	29
Q. Effectuating Documents; Further Transactions .....	29
Article V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES .....	30
A. Assumption and Rejection of Executory Contracts and Unexpired Leases .....	30
B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases .....	30
C. Claims Based on Rejection of Executory Contracts and Unexpired Leases .....	31
D. Contracts and Leases Entered into After the Petition Date .....	31
E. Reservation of Rights .....	31
F. Employee Compensation and Benefits .....	32
Article VI. PROVISIONS GOVERNING DISTRIBUTIONS .....	32
A. Distribution on Account of Claims and Interests Allowed as of the Effective Date .....	32

B.	Distributions on Account of Claims and Interests Allowed After the Effective Date.....	33
C.	Timing and Calculation of Amounts to Be Distributed.....	33
D.	Delivery of Distributions .....	33
E.	Compliance with Tax Requirements/Allocations.....	36
F.	Surrender of Canceled Instruments or Securities .....	36
G.	Claims Paid or Payable by Third Parties.....	36
 Article VII. PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED		
	CLAIMS OR EQUITY INTERESTS .....	37
A.	Allowance of Claims and Interests .....	37
B.	Prosecution of Objections to Claims .....	37
C.	Estimation of Claims and Interests .....	37
D.	Adjustment to Claims and Interests Without Objection.....	38
E.	Time to File Objections to Claims .....	38
F.	Disallowance of Certain Claims.....	38
G.	Amendments to Proofs of Claim.....	38
H.	GUC Oversight Representative.....	38
I.	Disputed Claims Reserve .....	38
 Article VIII. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE .....		
A.	Conditions Precedent to the Effective Date .....	39
B.	Waiver of Conditions .....	40
C.	Effect of Non-Occurrence of Conditions to the Effective Date .....	40
D.	Substantial Consummation .....	40
 Article IX. RELEASE, INJUNCTION, AND RELATED PROVISIONS.....		
A.	Compromise and Settlement of Claims.....	40
B.	Discharge of Claims and Termination of Equity Interests; Equity Interests, and Controversies. ....	41
C.	<b>Releases by the Debtors</b> .....	41
D.	<b>Releases by Holders of Claims and Equity Interests</b> .....	43
E.	<b>Exculpation</b> .....	44
F.	<b>Injunction</b> .....	44
G.	Setoffs and Recoupment .....	45
H.	Release of Liens .....	45
 Article X. RETENTION OF JURISDICTION.....		
 Article XI. MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN .....		
A.	Modification of Plan .....	47
B.	Effect of Confirmation on Modifications.....	47
C.	Revocation of Plan .....	48
 Article XII. MISCELLANEOUS PROVISIONS .....		
A.	Immediate Binding Effect.....	48
B.	Additional Documents .....	48
C.	Payment of Statutory Fees .....	48
D.	Reservation of Rights.....	48
E.	Successors and Assigns.....	48
F.	Service of Documents .....	49
G.	Term of Injunctions or Stays.....	51
H.	Entire Agreement .....	51
I.	Governing Law .....	51
J.	Exhibits .....	51
K.	Nonseverability of Plan Provisions upon Confirmation.....	51
L.	Closing of Chapter 11 Cases .....	51

M.	Conflicts.....	51
N.	Dissolution of the Committee and GUC Oversight Representative .....	52
O.	Section 1125(e) Good Faith Compliance .....	52
P.	Further Assurances.....	52

---

**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF VER TECHNOLOGIES HOLDCO LLC AND ITS  
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

---

VER Technologies HoldCo LLC, VER Technologies MidCo LLC, VER Technologies LLC, Full Throttle Films, LLC, FFAST Leasing California, LLC, Revolution Display, LLC, VER Finco, LLC, CPV Europe Investments LLC, and Maxwell Bay Holdings LLC (each a “Debtor” and, collectively, the “Debtors”), propose this joint plan of reorganization (the “Plan”) for the resolution of the outstanding claims against, and equity interests in, the Debtors. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of the Plan. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of this Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement, filed contemporaneously with the Plan, for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections and future operations, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

**Article I.**

**DEFINED TERMS AND RULES OF INTERPRETATION**

**A. *Defined Terms***

The following terms shall have the following meanings when used in capitalized form herein:

1. “\$2.5 Million Catterton Promissory Notes” means that certain Subordinated Promissory Note in the aggregate principal amount of up to \$2,500,000, dated as of March 9, 2017, (as amended, supplemented, or modified from time to time) among certain of the Debtors and Catterton.
2. “\$5 Million Catterton Promissory Notes” means that certain Subordinated Promissory Note in the aggregate principal amount of up to \$5,000,000, dated as of February 9, 2017, (as amended, supplemented, or modified from time to time) among certain of the Debtors and Catterton.
3. “2014 Transaction” means the leveraged buyout of the Debtors in 2014.
4. “2014 Transaction Parties” means those parties to the 2014 Transaction, including all signatories to the Unit Purchase Agreement dated December 11, 2014; *provided* that no Prepetition ABL Agent, Prepetition Term Loan Agent, Prepetition ABL Lender, Prepetition Term Loan Lender, other Prepetition Secured Party (as defined in

the DIP Order), DIP Agent, DIP Lender, or other DIP Secured Party (as defined in the DIP Order) shall be a 2014 Transaction Party for purposes of this Plan.

5. “*2014 UPA*” means that certain Unit Purchase Agreement dated December 11, 2014 regarding the 2014 Transaction, including any exhibits related thereto, as subsequently amended, modified, or supplemented from time to time.

6. “*Accrued Professional Compensation*” means, at any date, all accrued fees and reimbursable expenses (including success fees) for services rendered by all Retained Professionals in the Chapter 11 Cases through and including such date, to the extent that such fees and expenses have not been previously paid and regardless of whether a fee application has been filed for such fees and expenses. To the extent that there is a Final Order denying some or all of a Retained Professional’s fees or expenses, such denied amounts shall no longer be considered Accrued Professional Compensation.

7. “*Additional First Out Prepetition Term Loan Claim*” means any Claim held by the Additional First Out Prepetition Term Loan Lenders that is derived from or based upon the Additional First Out Prepetition Term Loan Facility.

8. “*Additional First Out Prepetition Term Loan Facility*” means that certain facility provided through the Eighth Amendment to the Prepetition Term Loan Agreement dated as of February 8, 2018 providing for up to \$5,000,000 in initial first out loans and up to \$10,000,000 in additional first out loans between certain of the Debtors, the Prepetition Term Loan Agent, and certain of the Prepetition Term Loan Lenders.

9. “*Additional First Out Prepetition Term Loan Lenders*” means those certain lenders under the Prepetition Term Loan Agreement that provide, or have provided, the Additional First Out Prepetition Term Loan.

10. “*Administrative Claim*” means a Claim (other than DIP Claims) for costs and expenses of administration under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims (to the extent Allowed by the Bankruptcy Court); (c) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code and (d) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911–1930.

11. “*Administrative Claims Bar Date*” means the first Business Day that is 30th days after the Effective Date.

12. “*Affiliate*” means an affiliate as defined in section 101(2) of the Bankruptcy Code.

13. “*Allowed*” means, with respect to any Claim or Interest, (a) any Claim or Interest arising on or before the Effective Date (i) as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder, (b) any Claim or Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors, with the consent of the Requisite Supporting Term Loan Lenders and PRG (which consent shall not be unreasonably withheld), or the Reorganized Debtors, (c) any Claim or Interest as to which the liability of the Debtors or Reorganized Debtors, as applicable, and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, or (d) any Claim or Interest expressly allowed hereunder; *provided* that notwithstanding the foregoing, (x) unless expressly waived by the Plan, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable, and (y) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

14. “*Assumed Executory Contract/Unexpired Lease List*” means the list (as may be amended) of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto) that will be

assumed by the Reorganized Debtors pursuant to the Plan, as determined by the Debtors, the Requisite Consenting Prepetition Term Loan Lenders, and PRG; *provided* that such list shall include the Restructuring Support Agreement.

15. “*Assumption/Rejection Procedures*” means the procedures for the assumption and rejection of Executory Contracts and Unexpired Leases approved by the Bankruptcy Court on May 4, 2018, pursuant to the *Order Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases* [Docket No. 221].

16. “*Avoidance Actions*” means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

17. “*Ballot*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process.

18. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

19. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

20. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, and the general, local, and chambers rules of the Bankruptcy Court.

21. “*Bar Date Order*” means the *Order (I) Setting Bar Dates For Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof* [Docket No.224], entered by the Bankruptcy Court on May 4, 2018.

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

23. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

24. “*Catterton*” means, collectively, the Catterton Funds and Catterton Manager.

25. “*Catterton Funds*” means, collectively, Catterton Partners VII, L.P., Catterton Partners VII Offshore, L.P., Catterton Partners VII Special Purpose, L.P. and each of their respective affiliates each, to the extent applicable, whether acting as a lender to, equity holder in, or manager of any of the Debtors.

26. “*Catterton Manager*” means, collectively, L Catterton Management Limited and its affiliates (including but not limited to Vault Co.).

27. “*Catterton Promissory Notes Claims*” means any Claim derived from, based upon, or secured by the \$2.5 Million Catterton Notes or the \$5 Million Catterton Promissory Notes.

28. “*Causes of Action*” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. For the avoidance of doubt, “Causes of Action” includes: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the

Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

29. “*Certificate of Formation*” means the certificate of formation of Reorganized HoldCo, substantially in the form included in the Plan Supplement.

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

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

32. “*Claims Bar Date*” means, as applicable, the bar date for Governmental Units, the general bar date, the amended schedules bar date, and the contract rejection damages bar date, each as established pursuant to the Bar Date Order, and the Administrative Claims Bar Date established by the Plan.

33. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) with respect to (i) Administrative Claims, 150 days after the Administrative Claims Bar Date, or (ii) all other Claims, 180 days after the Effective Date; *provided* that the Debtors may seek a further extension and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

34. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

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

36. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

37. “*Compensation and Benefits Programs*” means all compensation and benefit plans, policies, and programs of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees and retirees of their subsidiaries, including all savings plans, retirement plans, health care plans, disability plans, and incentive plans, deferred compensation plans, and life, accidental death, and dismemberment insurance plans.

38. “*Confirmation*” means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

39. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

40. “*Contribution*” means contribution of membership interests in Reorganized Holdco (i) from PRG II to PRG II Inc. and (ii) from PRG II Inc. to PRG Inc. in accordance with Article IV(c)(1) herein.

41. “*Confirmation Hearing*” means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

42. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

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

44. “*Cure Cost*” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) and other obligations required to cure any non-monetary

defaults (the performance required to cure such non-monetary defaults and the timing of such performance will be described in reasonable detail in a notice of proposed assumption and assignment) under any Executory Contract or Unexpired Lease that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

45. “*D&O Liability Insurance Policies*” means all unexpired insurance policies (including any “tail policy”) of any of the Debtors for directors’, managers’, and officers’ liability that are in place as of the Petition Date.

46. “*DIP ABL Agent*” means Bank of America, N.A., in its capacity as administrative agent and collateral agent under the DIP ABL Facility, or any successor in such capacity.

47. “*DIP ABL Agreement*” means that certain senior secured super-priority priming debtor-in-possession credit agreement by and among the Debtors, as borrowers and/or guarantors, the DIP ABL Agent, and the lenders party thereto, including all agreements (including, without limitation, the ABL Fee Letter (as defined in the DIP Order)), notes, instruments, and any other document delivered pursuant thereto or in connection therewith (in each case as amended, modified, or supplemented from time to time), which was approved by the Bankruptcy Court pursuant to the DIP Order.

48. “*DIP ABL Claim*” means any Claim arising under the DIP ABL Agreement, including all Claims for any fees and expenses of the DIP ABL Agent and the DIP ABL Lenders thereunder and all other DIP ABL Obligations (as defined in the DIP Order).

49. “*DIP ABL Facility*” means that certain debtor-in-possession asset-based credit facility available pursuant to the terms and conditions of DIP ABL Agreement and the other Credit Documents (as defined in the DIP ABL Agreement) in the aggregate principal amount of up to \$300 million.

50. “*DIP ABL Lenders*” means, collectively, each financial institution or other Person (as defined in the DIP ABL Agreement) party to the DIP ABL Agreement as a Lender thereunder (and as defined therein).

51. “*DIP Agents*” means, together, the DIP ABL Agent and the DIP Term Agent.

52. “*DIP Claims*” means, together, the DIP ABL Claims and the DIP Term Claims.

53. “*DIP Facilities*” means, together, the DIP ABL Facility and DIP Term Facility.

54. “*DIP Lenders*” means, together, the DIP ABL Lenders and the DIP Term Lenders.

55. “*DIP Motion*” means *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing Pursuant to Section 364 of the Bankruptcy Code and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 21] filed on April 5, 2018.

56. “*DIP Order*” means, collectively, the interim and final orders entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP ABL Agreement and the DIP Term Agreement.

57. “*DIP Term Agent*” means Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent under the DIP Term Facility.

58. “*DIP Term Agreement*” means that certain senior secured super-priority priming debtor-in-possession credit agreement by and among the Debtors, as borrowers and/or guarantors, the DIP Term Agent, and the lenders party thereto, including all agreements (including, without limitation, the fee letter of the DIP Term Agent between the DIP Term Agent and certain of the Debtors), notes, instruments, and any other document delivered pursuant thereto or in connection therewith (in each case as amended, modified, or supplemented from time to time), and which was approved by the Bankruptcy Court pursuant to the DIP Order.

59. “*DIP Term Claim*” means any Claim arising under the DIP Term Agreement; including, without limitation, any Claims for fees and expenses of the DIP Term Agent and DIP Term Lenders thereunder and all other DIP Term Obligations (as defined in the DIP Order).

60. “*DIP Term Facility*” means that certain debtor-in-possession financing facility, available pursuant to the terms and conditions of the DIP Term Agreement in the aggregate principal amount of up to \$64.7 million.

61. “*DIP Term Lenders*” means, together, the DIP Term Agent and the lenders party to the DIP Term Agreement.

62. “*Disclosure Statement*” means the disclosure statement for the Plan, including all exhibits and schedules thereto, (as amended, supplemented, or modified from time to time) that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

63. “*Disclosure Statement Order*” means the order of the Bankruptcy Court approving the Disclosure Statement.

64. “*Disputed*” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed.

65. “*Disputed Claims Reserve*” means an appropriate reserve, to be determined by the Reorganized Debtors in consultation with the GUC Oversight Representative, unless otherwise ordered by the Bankruptcy Court, for distribution on account of Disputed Claims that are subsequently Allowed after the Effective Date.

66. “*Distribution Agent*” means the Debtors or any Entity or Entities chosen by the Debtors, which Entities may include the Notice and Claims Agent, to make or to facilitate distributions required by the Plan.

67. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Confirmation Date.

68. “*Effective Date*” means the date selected by the Debtors that is a Business Day no later than August 11, 2018 (which date may be modified in accordance with the provisions set forth in the DIP Order, the DIP Documents, and Restructuring Support Agreement) on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article VIII.A of this Plan have been (i) satisfied or (ii) waived pursuant to Article VIII.A of this Plan.

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

70. “*Equity Interest*” means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in a Debtor, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date; *provided* that an Equity Interest does not include any Intercompany Interest.

71. “*Estate*” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code.

72. “*Exculpated Parties*” means, collectively, in each case in its capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Committee and any member thereof, (d) PRG, to the extent it has provided services or made decisions in accordance with the Restructuring Support Agreement, court orders, or that relate to the operation of the estate, and (e) to the extent provided in section 1125(e) of the Bankruptcy Code, each of the Released Parties, and (f) with respect to each of the foregoing entities in clauses (a) through (e), such entity’s current and former affiliates, and such entities’ and their current and former affiliates’ current and former directors, managers, members (including the Independent Member), officers, principals, equity holders, (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, restructuring advisors, and other professionals; *provided* that a 2014 Transaction Party or its Representative shall not be an Exculpated Party unless such party has executed the Restructuring Support Agreement.

73. “*Executory Contract*” means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

74. “*Final Order*” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the chapter 11 cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (x) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (y) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided* that no order shall fail to be a Final Order solely due to the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or Rule 9024 of the Bankruptcy Rules may be filed with respect to such order.

75. “*FTF Affiliates*” means FFAST Leasing Tennessee, LLC, Revv Property, LLC, and those entities (other than d3) identified as “Excluded Entities” in the 2014 UPA.

76. “*FTF Parties*” means New FTF, Inc., New FFAST, LLC, New REV, Inc., Vincent Dundee III, Judith Dundee, Scott Dundee, and the FTF Affiliates, and each of their respective assigns, successors, equity holders, officers, members, shareholders, managers, and directors, as applicable.

77. “*FTF Parties’ Claims*” means any claim asserted or assertable by the FTF Parties; *provided, however*, that the FTF Parties’ Claims shall not include any Cure Cost owed to the FTF Parties.

78. “*FTF Party Contribution*” means \$10,500,000 in Cash, to be provided by one or more of the FTF Parties, which contribution shall be an adjustment to the purchase price received by certain FTF Parties in connection with the 2014 Transaction pursuant to the 2014 UPA.

79. “*General Administrative Claim*” means any Administrative Claim, including Cure Costs, other than a Professional Fee Claim.

80. “*General Unsecured Claims*” means any unsecured Claim (other than an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Section 510(b) Claim, or an Intercompany Claim) against one or more of the Debtors, including (a) Claims arising from the rejection of Unexpired Leases and Executory Contracts to which a Debtor is a party, (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor related thereto, (c) claims by Catterton in respect of indebtedness or management and consulting fees and expenses, (d) the Promissory Notes Claims, and (e) the Prepetition Term Loan Deficiency Claims.

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

82. “*GUC Administration Costs*” means the reasonable costs and expenses incurred on and after the Effective Date by the GUC Oversight Representative in connection with the administration of General Unsecured Claims under the Plan. For the avoidance of doubt, (a) GUC Administration Costs shall be paid from the GUC Oversight Expense Reserve Account, (b) GUC Administration Costs paid to the GUC Oversight Representative shall not exceed \$50,000; and (c) the costs and expenses incurred on and after the Effective Date in connection with the distribution of funds (meaning the administrative costs, materials, and postage) from the GUC Reserve on account of Allowed General Unsecured Claims entitled to distributions from the GUC Reserve shall not constitute GUC Administration Costs.

83. “*GUC Oversight Expense Reserve Account*” means a separate, segregated account to be established and maintained by the Reorganized Debtors and funded in Cash with the GUC Oversight Expense Reserve Amount on the Effective Date in accordance with Article VII.H, which shall be used to fund the GUC Administration Costs.

84. “*GUC Oversight Expense Reserve Amount*” means \$50,000.

85. “*GUC Oversight Representative*” means Whiteford, Taylor & Preston, LLC.

86. “*GUC Reserve*” means a separate, segregated account to be established and maintained by the Reorganized Debtors and funded in Cash with the GUC Reserve Amount on the Effective Date on account of the Settlement in accordance with Article IV.C hereof.

87. “*GUC Reserve Amount*” means \$11,000,000, which shall be funded in accordance with and distributed by the Reorganized Debtors in accordance with Article IV.C hereof.

88. “*HoldCo*” means VER Technologies HoldCo, LLC, a Delaware limited liability company and the ultimate parent of all of the Debtors.

89. “*Holder*” means an Entity holding a Claim or Interest.

90. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

91. “*Initial Distribution Date*” means the date that is on or as soon as practicable after the Effective Date when distributions under the Plan shall commence for each Class entitled to receive distributions.

92. “*Insider*” means an “insider” as defined in section 101(31) of the Bankruptcy Code.

93. “*Intercompany Claims*” means, collectively, any Claim held by a Debtor against another Debtor or any Claim held by an Affiliate of a Debtor against a Debtor.

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

95. “*Intercreditor Agreement*” means that certain Intercreditor Agreement, dated December 11, 2014, as amended, by and among the Prepetition ABL Agent and the Prepetition Term Loan Agent.

96. “*Interests*” means, collectively, Equity Interests and Intercompany Interests.

97. “*Interim Compensation Order*” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals*, [Docket No. 229] entered by the Bankruptcy Court.

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

99. “*Management Fee Claims*” means any Claims held by Catterton against the Debtors for any management, consulting, or advisory fees and expenses.

100. “*Merger*” means the merger of Reorganized HoldCo and VER MergerCo to be implemented as part of the Plan, with Reorganized HoldCo being the surviving entity of the Merger and becoming a wholly owned subsidiary of PRG II.

101. “*New Board*” means the initial sole manager or board of managers of Reorganized HoldCo as of the Effective Date, prior to giving effect to the Merger and the Contribution.

102. “*New Agent*” means any agent(s) under the New Facility in accordance with the New Facility Documentation.

103. “*New Facility Documentation*” means any documentation necessary to effectuate the incurrence of the New Facility, which shall be described in one or more term sheets included in the Plan Supplement.

104. “*New Facility*” means one or more credit facilities or equity investments that shall be entered into in accordance with the terms set forth in the New Facility Documentation.

105. “*New Investments*” means (i) the loans provided for by the New Facility Documentation which may be secured by liens on and security interests in all or substantially all of the assets and properties of PRG Inc. and its domestic subsidiaries, subject to certain customary permitted liens, and/or (ii) issuance of common or preferred equity interests by PRG pursuant to the terms of the New Facility Documentation.

106. “*New FTF Lender*” means New FTF, Inc., as the lender under the New FTF Promissory Note.

107. “*New FTF Promissory Note*” means that certain Unsecured Subordinated Promissory Note in an aggregate principal amount of up to \$30,000,000, dated as of December 11, 2014, (as amended, supplemented, or modified from time to time) among certain of the Debtors and the New FTF Lender.

108. “*New Organizational Documents*” means such certificates or articles of incorporation, bylaws, or other applicable formation documents of each of the Reorganized Debtors and PRG II, as applicable, the forms of which shall be included in the Plan Supplement, including the Certificate of Formation, and the Operating Agreement.

109. “*New Units*” means the common units in Reorganized HoldCo to be authorized, issued, or reserved on the Effective Date pursuant to the Plan, in each case, prior to giving effect to the Merger.

110. “*Non-Debtor Obligors*” means FFAST Equipment Leasing Limited, VER Flex Solutions, LLC, VER GmbH, VER Holland B.V., and Verrents UK Limited.

111. “*Notice and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to the *Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective Nunc Pro Tunc to the Petition Date* [Docket No. 66], entered by the Bankruptcy Court on April 6, 2018, and the *Order (A) Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Agent Nunc Pro Tunc to the Petition Date, and (B) Granting Related Relief* [Docket No. 318], entered by the Bankruptcy Court on May 18, 2018.

112. “*Operating Agreement*” means the limited liability company agreement of Reorganized HoldCo, substantially in the form included in the Plan Supplement.

113. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or Administrative Claims entitled to administrative expense priority pursuant to section 503(b)(9) of the Bankruptcy Code.

114. “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Claims, Prepetition ABL Claims, and the Prepetition Term Loan Secured Claims. For the avoidance of doubt, a Secured Tax Claim constitutes an Other Secured Claim.

115. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring approximately ninety (90) days after the Initial Distribution Date, and, thereafter, the first Business Day that is as soon as reasonably practicable occurring approximately ninety (90) days after the immediately preceding Periodic Distribution Date.

116. “*Petition Date*” means April 5, 2018.

117. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

118. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to be filed on the Plan Supplement Filing Date, (as amended, supplemented, or modified from time to time) in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules, including the following documents: (a) the New Organizational Documents; (b) the Assumed Executory Contract/Unexpired

Lease List; (c) the Rejected Executory Contract/Unexpired Lease List; (d) a list of Retained Causes of Action; (e) to the extent known, the identity of the members of the New Board; (f) one or more term sheets of the New Facility Documentation; (g) the Short Form Agreement and Plan of Merger; and (h) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

119. “*Plan Supplement Filing Date*” means July 9, 2018.

120. “*Prepetition ABL Agent*” means Bank of America, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility.

121. “*Prepetition ABL Agreement*” means that certain Credit Agreement, dated as of December 11, 2014, (as amended, supplemented, or modified from time to time) among certain of the Debtors, the Non-Debtor Obligors, the Prepetition ABL Agent, and the Prepetition ABL Lenders.

122. “*Prepetition ABL Claim*” means any Claim derived from, based upon, or secured by the Prepetition ABL Documents, including all Prepetition ABL Obligations (as defined in the DIP Order).

123. “*Prepetition ABL Documents*” means the Prepetition ABL Agreement and any other agreements or documents (including all Credit Documents (as defined in the Prepetition ABL Agreement)) executed in connection with or related thereto.

124. “*Prepetition ABL Facility*” means that certain prepetition senior secured revolving financing facility dated as of December 11, 2014 in the aggregate principal amount of up to \$300,000,000 at any time outstanding among certain of the Debtors, the Non-Debtor Obligors, the Prepetition ABL Agent, and the Prepetition ABL Lenders.

125. “*Prepetition ABL Lenders*” means, collectively, each financial institution or other Person (as defined in the Prepetition ABL Agreement) party to the Prepetition ABL Agreement as a Lender thereunder (and as defined therein).

126. “*Prepetition Term Loan Agent*” means Wilmington Trust, National Association, and its predecessors thereto prior to the Petition Date, each in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Facility.

127. “*Prepetition Term Loan Agreement*” means that certain Credit Agreement, dated as of December 11, 2014, (as amended, supplemented, or modified from time to time) among the Debtors, the Non-Debtor Obligors, the Prepetition Term Loan Agent, and the Prepetition Term Loan Lenders.

128. “*Prepetition Term Loan Claim*” means any Claim held by the Prepetition Term Loan Lenders that is derived from or based upon the Prepetition Term Loan Facility other than an Additional First Out Prepetition Term Loan Claim.

129. “*Prepetition Term Loan Deficiency Claim*” means any Prepetition Term Loan Claim that is not a Secured Claim.

130. “*Prepetition Term Loan Facility*” means that certain prepetition senior secured term loan credit facility dated as of December 11, 2014 in the original aggregate principal amount of up to \$400,000,000 at any time outstanding between the certain entities of the Debtors, the Non-Debtor Obligors, and the Prepetition Term Loan Lenders.

131. “*Prepetition Term Loan Lenders*” means the Prepetition Term Loan Agent (and the banks, financial institutions, and other lenders) party to the Prepetition Term Loan Facility from time to time.

132. “*Prepetition Term Loan Secured Claim*” means any Prepetition Term Loan Claim that is a Secured Claim.

133. “*PRG*” means, collectively, PRG Inc., PRG Holdings, PRG II, and PRG II Inc.

134. “*PRG Holdings*” means PRG Holdings, LLC.

135. “*PRG II*” means Production Resource Group II, LLC.
136. “*PRG II Inc.*” means a newly incorporated wholly-owned subsidiary of PRG II.
137. “*PRG Inc.*” means Production Resource Group Inc.
138. “*PRG LLC*” means Production Resource Group, L.L.C.
139. “*Priority Tax Claim*” means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.
140. “*Pro Rata Share*” means with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.
141. “*Professional Fee Claim*” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.
142. “*Professional Fee Escrow Account*” means an interest-bearing escrow account in an amount equal to the Professional Fee Reserve Amount to be funded and maintained by the Reorganized Debtors on and after the Effective Date solely for the purpose of paying all Allowed and unpaid Professional Fee Claims.
143. “*Professional Fee Reserve Amount*” means the aggregate Accrued Professional Compensation through the Effective Date as estimated by the Retained Professionals in accordance with Article II.A.2.c of this Plan.
144. “*Promissory Notes Claims*” means any Claim derived from or based upon the New FTF Promissory Note, the \$2.5 Million Catterton Notes, or the \$5 Million Catterton Promissory Notes.
145. “*Proof of Claim*” means a proof of Claim filed against any Debtor in the Chapter 11 Cases.
146. “*Reinstated*” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.
147. “*Rejected Executory Contract/Unexpired Lease List*” means a list (as may be amended) of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto) that will be rejected by the Reorganized Debtors pursuant to the Plan, as determined by the Debtors, the Requisite Consenting Prepetition Term Loan Lenders, and PRG.
148. “*Released Parties*” means, collectively, in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition ABL Agent; (d) the Prepetition Term Loan Agent; (e) the Prepetition ABL Lenders and each of the “Prepetition Secured Parties” as defined in the DIP Order; (f) the Prepetition Term Loan Lenders; (g) Catterton; (h) the DIP Agents; (i) the DIP Lenders and each of the other DIP Secured Parties (as defined in the DIP Order); (j) PRG Inc.; (k) PRG II; (l) PRG II Inc.; (m) PRG Holdings; (n) VER MergerCo; (o) the FTF Parties; and (p) for each of the foregoing entities in clauses (a) through (n), such entity’s current and former affiliates, and such entities’ and their current and former affiliates’ current and former directors, managers, officers, principals, equity holders, (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, members (including the Independent Member), principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; *provided* that any Holder of a Claim or Interest that elects to “opt out” of granting releases by timely objecting to the Plan’s third-party release provisions shall not be a “Released Party.”
149. “*Releasing Parties*” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition ABL Agent; (d) the Prepetition Term Loan Agent; (e) the Prepetition ABL Lenders and each of the “Prepetition Secured Parties” as defined in the DIP Order; (f) the Prepetition Term Loan Lenders; (g) Catterton, (h) the DIP Agents; (i) the DIP Lenders; (j) all Holders of Claims or Interests that vote to accept or are deemed to accept the

Plan; (k) all Holders of Claims or Interests that vote to reject the Plan or do not vote to accept or reject the Plan but, in either case, do not affirmatively elect to “opt out” of being a releasing party by timely objecting to the Plan’s third-party release provisions; (l) all Holders of Claims or Interests that are deemed to reject the Plan that do not affirmatively elect to “opt out” of being a releasing party by timely objecting to the Plan’s third-party release provisions; (m) PRG Inc.; (n) PRG II; (o) PRG II Inc.; (p) PRG Holdings; (q) VER MergerCo; (r) the FTF Parties; and (s) with respect to each of the Debtors, the Reorganized Debtors, and for each of the foregoing entities in clauses (a) through (q), such entity’s current and former affiliates, and such entities’ and their current and former affiliates’ current and former directors, managers, officers, principals, equity holders, (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, restructuring advisors, and other professionals. For the avoidance of doubt, any Entity that (i) does not vote to, nor is deemed to, accept the Plan and (ii) timely files an objection to the Releases contained in the Plan shall not be a Releasing Party and shall not be bound by any third-party releases under the Plan if and when the Plan is confirmed. For the further avoidance of any ambiguity, with respect to such Entities, the Plan does not contain any binding non-consensual third-party releases.

150. “*Reorganized Debtors*” means the Debtors, as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, including Reorganized HoldCo.

151. “*Reorganized HoldCo*” means either (a) VER Technologies HoldCo LLC, or any successor thereto as reorganized pursuant to and under the Plan, or (b) a new corporation or limited liability company that may be formed or caused to be formed by the Debtors, with the consent of Requisite Consenting Prepetition Term Loan Lenders and PRG, in each case not to be unreasonably withheld, conditioned, or delayed, to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and issue the New Units to be distributed or sold pursuant to the Plan.

152. “*Representatives*” means, with regard to an Entity, current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such).

153. “*Requisite Consenting Prepetition Term Loan Lenders*” means Supporting Term Loan Lenders that collectively hold more than 50% of the aggregate outstanding principal amount of the Prepetition Term Loan Claims held by Supporting Term Loan Lenders.

154. “*Restructuring Support Agreement*” means that certain restructuring support agreement, attached as Exhibit B to the Disclosure Statement and dated as of April 5, 2018, among the Debtors, the Supporting Term Loan Lenders, the DIP Term Lenders, the Prepetition Term Loan Agent, the DIP Term Agent, PRG, Catterton, the FTF Parties, the Committee, and any other parties thereto, as amended on or about July 16, 2018 and as may be modified, amended, or supplemented from time to time in accordance with the terms thereof.

155. “*Restructuring Support Parties*” means the Debtors, the Supporting Term Loan Lenders, the DIP Term Lenders, the Prepetition Term Loan Agent, the DIP Term Agent, Catterton, and PRG, as the parties to the Restructuring Support Agreement before it was amended on or about July 16, 2018.

156. “*Restructuring Support Party Contribution*” means \$500,000 in Cash to be funded with the proceeds of the New Investments in connection with the Settlement.

157. “*Restructuring Transactions*” means the transactions described in Article IV.C of this Plan

158. “*Retained Causes of Action*” means Causes of Action that are not waived, relinquished, exculpated, released, compromised, or settled pursuant to this Plan or a Bankruptcy Court order that are identified as retained by the Reorganized Debtors in the Plan Supplement.

159. “*Retained Professional*” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to (i) sections 327, 328, 329, 330, or 331 of the Bankruptcy Code or (ii) an order entered by the Bankruptcy Court authorizing such retention, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

160. “*RSA Amendment Date*” means July 16, 2018.

161. “*SEC*” means the Securities and Exchange Commission.

162. “*Section 510(b) Claims*” means any Claim against a Debtor arising from rescission of a purchase or sale of an equity security of the Debtors or an Affiliate of the Debtors for damages arising from the purchase or sale of such an equity security or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

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

164. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

165. “*Securities Act*” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

166. “*Settled Claims*” means all Claims and Causes of Action made, or which could have been made, against the Settlement Parties, including, but not limited to, (a) any Claims or Causes of Action made or that could have been made in connection with the 2014 Transaction and (b) any and all Claims and Causes of Action made, or which could have been made in connection with the Prepetition Term Loan Facility, the Prepetition ABL Facility, the DIP Term Facility, or the DIP ABL Facility, to the extent not already released or waived in connection with the DIP Order.

167. “*Settlement*” means the settlement of the Settled Claims on the terms set forth in Article IX.A.

168. “*Settlement Parties*” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition ABL Agent; (d) the Prepetition Term Loan Agent; (e) the Prepetition ABL Lenders and each of the “Prepetition Secured Parties” as defined in the DIP Order; (f) the Prepetition Term Loan Lenders; (g) Catterton; (h) the DIP Agents; (i) the DIP Lenders and each of the other DIP Secured Parties (as defined in the DIP Order); (j) PRG Inc.; (k) PRG II; (l) PRG II Inc.; (m) PRG Holdings; (n) VER MergerCo; (o) the FTF Parties; and (p) for each of the foregoing entities in clauses (a) through (n), such entity’s current and former affiliates, and such entities’ and their current and former affiliates’ current and former directors, managers, officers, principals, equity holders, (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, members (including the Independent Member), principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

169. “*Short Form Agreement and Plan of Merger*” means that certain short form agreement and plan of merger that provides for the merger of VER MergerCo with and into Reorganized HoldCo.

170. “*Supporting Term Loan Lenders*” means the Prepetition Term Loan Agent the Prepetition Term Loan Lenders party to the Restructuring Support Agreement which hold at least 66 2/3% of the Prepetition Term Loan Claims.

171. “*Surviving DIP ABL Obligations*” means obligations under the DIP ABL Agreement and the other DIP ABL Documents (as defined in the DIP Order), which (a) are not paid in full in Cash or collateralized in the manner described in clauses (1)–(3) of Article II.B. hereof on the Effective Date and (b) by their terms, survive the termination of the DIP ABL Agreement or such other DIP ABL Documents (as defined in the DIP Order), as the case may be, including contingent reimbursement obligations and indemnity obligations. For the avoidance of doubt, to the extent any obligation cash-collateralized in accordance with clauses (2) and/or (3) of Article II.B hereof becomes payable, the DIP ABL Agent shall be entitled to apply such cash collateral to such obligation until such obligation has been paid in full in Cash.

172. “*Surviving DIP Term Obligations*” means obligations under the DIP Term Agreement and the other DIP Term Documents (as defined in the DIP Order), which (a) are not paid in full in Cash on the Effective Date and (b) by their terms, survive the termination of the DIP Term Agreement or such other DIP Term Documents (as defined in the DIP Order), as the case may be, including contingent reimbursement obligations and indemnity obligations.

173. “*Tax Code*” means the U.S. Internal Revenue Code of 1986, as amended.

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

175. “*Unimpaired*” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not Impaired.

176. “*United States Trustee*” means the United States Trustee for the District of Delaware.

177. “*VER MergerCo*” means a new limited liability company created by and wholly owned by PRG II.

178. “*Voting Deadline*” means the date and time set forth in the Disclosure Statement Order by which votes to accept or reject the Plan, as applicable, must be actually received by the Notice and Claims Agent.

179. “*Voting Record Date*” means the date established as the voting record date pursuant to the Disclosure Statement Order.

#### *B. Rules of Interpretation*

1. For purposes herein: (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) unless otherwise specified, any reference herein to a contract, 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) unless otherwise specified, 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, respectively, of this Plan; (e) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (g) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (h) references to “Proofs of Claim,” “holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “holders of Interests,” “Disputed Interests,” and the like, as applicable; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; and (m) references to

docket numbers are references to the docket numbers of documents filed in the Chapter 11 Cases under the Bankruptcy Court's CM/ECF system.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. References to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

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

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

5. In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control. In the event of an inconsistency between the Plan and any other documents, schedules or exhibits contained in the Plan Supplement, on the one hand, and the Confirmation Order, on the other hand, the Confirmation Order shall control (other than with respect to the New Facility Documentation, the terms of which shall control as it relates to the rights and obligations thereunder); *provided* that to the extent of any conflict between the Plan and the Plan Supplement, including with respect to the New Facility Documentation, the Plan shall control.

## Article II.

### ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES

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

#### A. *Administrative Claims*

##### 1. General Administrative Claims

Unless otherwise agreed to by the holder of an Allowed General Administrative Claim and the applicable Debtor(s) or the Reorganized Debtor(s), as applicable, to the extent a General Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed General Administrative Claim will receive in full and final satisfaction of its Allowed General Administrative Claim an amount of Cash equal to the unpaid portion of such Allowed General Administrative Claim in Cash: (a) if such General Administrative Claim is Allowed on or prior to the Effective Date, no later than 30 days after the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such General Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such General Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such General Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed General Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed General Administrative Claim, without any further action by the holder of such Allowed General Administrative Claim; (d) at such time and upon such terms as may be agreed upon by the holder of such Allowed General Administrative Claim and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

##### 2. Professional Fee Claims

###### a. Final Fee Applications

All final requests for payment of Professional Fee Claims must be filed no later than the first Business Day that is 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by

the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

b. Professional Fee Escrow Account

On the Effective Date, the Reorganized Debtors shall establish (if not already established) and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account in any way.

The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals from funds held in the Professional Fee Escrow Account when such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; *provided* that obligations with respect to Professional Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Professional Fee Escrow Account. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to Reorganized HoldCo without any further action or order of the Bankruptcy Court or any other Entity.

c. Professional Fee Reserve Amount

The Retained Professionals shall estimate their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors, the DIP Term Lenders, and PRG no later than five Business Days before the anticipated Effective Date; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. If a Retained Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Retained Professional; *provided* that the Debtors will notify the DIP Term Lenders and PRG of such estimate; *provided further* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Reserve Amount; *provided* that the Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

d. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Confirmation Date, the Reorganized Debtors, as applicable, shall pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by such Debtor or Reorganized Debtor (as applicable) after the Confirmation Date in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court. From and after the Confirmation Date, any requirement that Retained Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and each Debtor or Reorganized Debtor (as applicable) may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Administrative Claims Bar Date

All requests for payment of an Administrative Claim (other than DIP Claims, Cure Costs, or Professional Fee Claims) that accrued on or before the Effective Date that were not otherwise accrued in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date; *provided* that all fees and charges assessed against the Estates under 28 U.S.C. § 1930 and other Administrative Claims subject to section 503(b)(1)(D) of the Bankruptcy Code shall not be subject to the Administrative Claims Bar Date. If a Holder of an Administrative Claim (other than DIP Claims, Cure Costs, or Professional Fee Claims) that is required to, but does not, file and serve a request for payment of such Administrative Claim by the Administrative Claims Bar Date, such Holder shall be forever barred, estopped, and enjoined from

asserting such Administrative Claim against the Debtors, their Estates, or the Reorganized Debtors, and such Administrative Claim shall be deemed compromised, settled, and released as of the Effective Date.

The Reorganized Debtors, in their sole and absolute discretion, may settle Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The Debtors or the Reorganized Debtors, as applicable, may also choose to object to any Administrative Claim no later than the Claims Objection Deadline, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtors or the Reorganized Debtors (or other party with standing) object to a timely-filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount.

*B. DIP ABL Claims*

The DIP ABL Claims shall be Allowed Claims in the full amount outstanding under the DIP ABL Agreement, including principal, interest, fees, expenses, and all other DIP ABL Obligations (as defined in the DIP Order).

Except to the extent that a Holder of an Allowed DIP ABL Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of each Allowed DIP ABL Claim, on the Effective Date, to the extent not paid prior thereto, each Holder of an Allowed DIP ABL Claim shall receive: (1) actual payment in full in Cash of all principal of and interest on all outstanding Indebtedness (as defined in the DIP ABL Agreement) (other than, to the extent cash collateralized in accordance with clauses (2) and (3) below, the undrawn principal amount of all outstanding letters of credit under the DIP ABL Facility); (2) actual payment in full in Cash or, in the case of contingent obligations, cash collateralization (in a manner satisfactory to the DIP ABL Agent, but in an amount not exceeding 105% of the maximum amount thereof) of all other DIP ABL Claims (including, without duplication of clause (3) below, letters of credit and indemnification obligations in respect of known contingencies and fees, costs, or charges accruing during the Chapter 11 Cases) that are due and payable or otherwise accrued and owing at or prior to the time the amounts referenced in clause (1) above are paid (other than contingent indemnification obligations for which no written or oral claim or demand for payment has been made at such time); and (3) termination and return for cancellation or cash collateralization (in an amount and manner (including by means of back-to-back letters of credit) required by the DIP ABL Agreement and the other DIP ABL Documents (as defined in the DIP Order) or otherwise satisfactory to the DIP ABL Agent, but in no event greater than 105% of the aggregate undrawn face amount) of all letters of credit issued under the DIP ABL Facility. On the Effective Date, all commitments to extend credit that would constitute DIP ABL Obligations (as defined in the DIP Order) (other than pursuant to Cash Management Agreements (as defined in the DIP ABL Agreement) or Secured Hedge Arrangements (as defined in the DIP ABL Agreement), in each case, as to which satisfactory arrangements have been made with the applicable party-in-interest) shall be terminated, and no person shall have any further right to obtain any loans, letters of credit, bankers' acceptances, or other extensions of credits under the DIP ABL Agreement or the other DIP ABL Documents (as defined in the DIP Order). Notwithstanding the forgoing, the Surviving DIP ABL Obligations shall survive the Effective Date as obligations of the Reorganized Debtors and shall not be discharged, cancelled, or released pursuant to the Plan or the Confirmation Order, notwithstanding any provision hereof or thereof to the contrary.

Upon the payment or satisfaction of the Allowed DIP ABL Claims in accordance with this Article II.B, all Liens and security interests granted to secure the Allowed DIP ABL Claims (other than, for the avoidance of doubt, cash collateral furnished in accordance with the preceding clauses (2) or (3) of this Article II.B, which cash collateral may be applied by the DIP ABL Agent to the obligations so cash-collateralized until such obligations are paid in full in Cash) shall be automatically terminated and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

*C. DIP Term Claims*

The DIP Term Claims shall be Allowed Claims in the full amount outstanding under the DIP Term Agreement, including principal, interest, fees, and expenses.

Except to the extent that a Holder of an Allowed DIP Term Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release and discharge of each Allowed DIP Term Claim, on the Effective Date, to

the extent not paid prior thereto, each Holder of an Allowed DIP Term Claim shall receive payment in full in Cash. Notwithstanding the forgoing, the Surviving DIP Term Obligations shall survive the Effective Date as obligations of the Reorganized Debtors and shall not be discharged, cancelled, or released pursuant to the Plan or the Confirmation Order, notwithstanding any provision hereof or thereof to the contrary.

Upon the payment or satisfaction of the Allowed DIP Term Claims in accordance with this Article II.C, all Liens and security interests granted to secure the Allowed DIP Term Claims shall be automatically terminated and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

*D. Priority Tax Claims*

Except to the extent that each Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

*E. United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee quarterly fees under 28 U.S.C. § 1930(a)(6), plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or Reorganized Debtors' business, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

### **Article III.**

#### **CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

*A. Classification of Claims and Interests*

This Plan constitutes a separate chapter 11 plan of reorganization for each Debtor, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. Certain of the Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth in Article III.G hereof.<sup>2</sup> Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the Debtors. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP ABL Claims, DIP Term Claims, and Priority Tax Claims, as described in Article II of this Plan.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

---

<sup>2</sup> The Debtors reserve the right to separately classify Claims to the extent necessary to comply with any requirements under the Bankruptcy Code or applicable law.

**Summary of Classification and Treatment of Claims and Interests**

<b><u>Class</u></b>	<b><u>Claim</u></b>	<b><u>Status</u></b>	<b><u>Voting Rights</u></b>
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Prepetition Term Loan Secured Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
6	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
7	Equity Interests in HoldCo	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

**B. *Treatment of Claims and Interests***

Except to the extent that the Debtors and a Holder of an Allowed Claim or Allowed Interest, as applicable, agree to less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter, or, if payment is not due, in accordance with its terms in the ordinary course.

**1. *Class 1 — Other Priority Claims***

- a. *Classification:* Class 1 consists of all Other Priority Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Priority Claim, each Holder of such Allowed Other Priority Claim shall:
  - (i) be paid in full in Cash on or as soon as reasonably practicable after (A) the Effective Date, (B) the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or (C) such other date as may be ordered by the Bankruptcy Court; or
  - (ii) receive such other recovery as is necessary to satisfy section 1129 of the Bankruptcy Code.

- c. *Voting:* Class 1 is Unimpaired and Holders of Allowed Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject the Plan.

2. *Class 2 — Other Secured Claims*

- a. *Classification:* Class 2 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each allowed Other Secured Claim, each Holder thereof will receive: (i) payment in full in Cash; (ii) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (iii) reinstatement of such Claim; or (iv) other treatment rendering such claim unimpaired.
- c. *Voting:* Class 2 is Unimpaired and Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan.

3. *Class 3 —Prepetition Term Loan Secured Claims*

- a. *Classification:* Class 3 consists of Prepetition Term Loan Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Prepetition Term Loan Secured Claim agrees to less favorable treatment, on or as soon as is reasonably practicable after the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each allowed Prepetition Term Loan Secured Claim, each holder thereof (or a designated affiliate) shall receive its Pro Rata Share of 100% of the New Units in Reorganized HoldCo. The New Units in Reorganized HoldCo issued pursuant to the foregoing sentence shall, upon consummation of the Merger, be converted, in the aggregate, into 28% of the preferred units in PRG II and 20% of the common units in PRG II in the form and manner set forth in Article IV.C.1.
- c. *Voting:* Class 3 is Impaired and Holders of Allowed Prepetition Term Loan Secured Claims are entitled to vote to accept or reject the Plan.

4. *Class 4 — General Unsecured Claims*

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or as soon as is reasonably practicable after the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed General Unsecured Claim, each Holder of such Allowed General Unsecured Claim shall receive its Pro Rata Share of the GUC Reserve Amount; *provided* that on the Effective Date, each holder of a Prepetition Term Loan Deficiency Claim, Catterton Promissory Notes Claim, Management Fee Claim, FTF Parties' Claims, and any Claims of any affiliates of the FTF Parties whether or not such Claims have been assigned to any third parties shall be deemed to have waived any recovery from the GUC Reserve on account of, and receive no distribution under the Plan with respect to, such Claims; *provided further*, that, notwithstanding the foregoing, the Prepetition Term Loan Deficiency Claims, Catterton Promissory Notes Claims, Management Fee Claims, FTF Parties' Claims, and any Claims of any affiliates of the FTF Parties whether or not such Claims have been assigned to any third parties shall be deemed Allowed Claims. For the

avoidance of doubt, Catterton, the Prepetition Term Loan Lenders, and the FTF Parties and their affiliates waive their right to recover from the GUC Reserve on account of any claims. For the avoidance of doubt, Holders of Allowed General Unsecured Claims entitled to receive a distribution pursuant to this Article III.B.4 shall receive their Pro Rata Share of the GUC Reserve Amount calculated as if all such Allowed General Unsecured Claims were in a single Class, regardless of which Debtor such Claims are Allowed against.

- c. *Voting:* Class 4 is Impaired and Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

5. *Class 5 — Intercompany Claims*

- a. *Classification:* Class 5 consists of all Intercompany Claims.
- b. *Treatment:* On the Effective Date, at the option of the Debtors, the Requisite Consenting Prepetition Term Loan Lenders, and PRG, each Intercompany Claim shall be reinstated or canceled and released without any distribution on account of such claims.
- c. *Voting:* Holders of Intercompany Claims in Class 5 are conclusively deemed to have accepted or rejected the Plan pursuant to section 1126(f) or section 1126(g) of the Bankruptcy Code, respectively. Therefore, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject the Plan.

6. *Class 6 — Intercompany Interests*

- a. *Classification:* Class 6 consists of all Intercompany Interests.
- b. *Treatment:* On the Effective Date, at the option of the Debtors, the Requisite Consenting Prepetition Term Loan Lenders, and PRG, Intercompany Interests shall be reinstated for administrative convenience or cancelled and released without any distribution on account of such interests.
- c. *Voting:* Holders of Intercompany Interests in Class 6 are conclusively deemed to have accepted or rejected the Plan pursuant to section 1126(f) or section 1126(g) of the Bankruptcy Code, respectively. Therefore, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject the Plan.

7. *Class 7 — Equity Interests in HoldCo*

- a. *Classification:* Class 7 consists of all Equity Interests in HoldCo.
- b. *Treatment:* On the Effective Date, all Equity Interests in HoldCo shall be cancelled without any distribution on account of such Equity Interests.
- c. *Voting:* Class 7 is Impaired and Holders of Allowed Equity Interests in HoldCo are conclusively presumed to have rejected the Plan. Therefore, Holders of Allowed Equity Interests in HoldCo are not entitled to vote to accept or reject the Plan.

8. *Class 8 — Section 510(b) Claims*

- a. *Classification:* Class 8 consists of any Section 510(b) Claims.
- b. *Treatment:* On the Effective Date, Section 510(b) Claims shall be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each holder of such Claims will not receive any distribution on account of such Claim. The Debtors are not aware of any valid Section 510(b) Claims and believe that no such Section 510(b) Claims exist.

- c. *Voting:* Class 8 is Impaired and Holders (if any) of Allowed Section 510(b) Claims are conclusively presumed to have rejected the Plan. Therefore, Holders (if any) of Allowed Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

*C. Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Unimpaired Claim, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

*D. Acceptance or Rejection of the Plan*

1. Presumed Acceptance of Plan

Holders of Claims in Classes 1 and 2 and certain Holders of Claims in Class 5 and certain Holders of Interests in Class 6 are Unimpaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1 and 2 and certain Holders of Claims in Class 5 and certain Holders of Interests in Class 6 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

2. Voting Classes

Each Holder of an Allowed Claim in Classes 3 and 4 shall be entitled to vote to accept or reject the Plan.

3. Deemed Rejection of the Plan

Holders of Interests in Class 7, Holders of Claims in Class 8, and certain Holders of Claims in Class 5 and certain Holders of Interests in Class 6 are Impaired and shall receive no distributions under the Plan on account of their Interests or Claims (as applicable) and are, therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Interests in Class 7, Holders of Claims in Class 8, and certain Holders of Claims in Class 5 and certain Holders of Claims in Class 6 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

4. Controversy Concerning Impairment

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

*E. Nonconsensual Confirmation*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI.A of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

*F. Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise, including the Intercreditor Agreement. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

*G. Elimination of Vacant Classes*

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

*H. Intercompany Interests.*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign affiliate-subsidaries of the Debtors, for the ultimate benefit of the Holders of New Units and the other direct and indirect holders of Equity Interests in Reorganized HoldCo after giving effect to the Merger, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

**Article IV.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. General Settlement of Claims*

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of Claims, Causes of Action, and Equity Interests and controversies resolved pursuant to the Plan.

Other than as specifically set forth herein, the Plan shall be deemed a motion to approve the good-faith Settlement pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such Settlement under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

*B. Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund distributions under the Plan, with (1) Cash on hand, including cash from operations and the proceeds of the DIP Facilities, (2) the proceeds of the New Investments, (3) the New Units, and (4) the GUC Reserve. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Facility Documentation and the New Organizational Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors of the applicable Reorganized Debtors deem appropriate.

C. *Restructuring Transactions*

1. Restructuring Support Agreement and Merger

The Merger shall be effectuated on the Effective Date in accordance with the Restructuring Support Agreement, which is hereby deemed assumed and, to the extent required, authorized. Pursuant to the Restructuring Support Agreement, the Debtors or Reorganized Debtors, as applicable, shall enter into the Short Form Agreement and Plan of Merger. VER MergerCo and Reorganized HoldCo shall file a certificate of merger with the Secretary of State of Delaware pursuant to which VER MergerCo shall be merged with and into Reorganized HoldCo, and Reorganized HoldCo shall survive the Merger and become a wholly owned subsidiary of PRG II.

In connection with the Merger, the New Units shall be cancelled and PRG II shall issue certain preferred and common equity interests to the holders of the New Units in Reorganized HoldCo to reflect the preferred and common equity interests of PRG II to be held by the holders of the New Units on a post-closing basis as set forth in Article III.B.3 and in the Restructuring Support Agreement. Immediately following the Merger, (i) PRG II shall contribute 100% of the equity interests in Reorganized HoldCo to its subsidiary PRG II Inc., and (ii) PRG II Inc. shall contribute 100% of the equity interests in Reorganized HoldCo to its subsidiary PRG Inc., resulting in Reorganized HoldCo becoming a wholly owned subsidiary of PRG Inc.

2. New Investments

On the Effective Date, PRG II Inc., PRG LLC and Reorganized HoldCo (as the case may be) shall receive net cash proceeds under the New Investments.

3. Settlement and GUC Reserve

On the Effective Date, the Reorganized Debtors shall enter into the Settlement, pursuant to which (a) the FTF Parties shall contribute the FTF Party Contribution in the amount of \$10,500,000 and certain Restructuring Support Parties shall have agreed that proceeds of the New Investments shall be used to fund the Restructuring Support Party Contribution in the amount of \$500,000 to the GUC Reserve and (b) distributions of the Restructuring Support Party Contribution and FTF Party Contribution may be made in accordance with Article III.B hereof.

On the Effective Date, the Reorganized Debtors shall establish and thereafter maintain the GUC Reserve in a separate, segregated account, which shall be funded in the GUC Reserve Amount. The GUC Reserve Amount shall only be used to pay Allowed General Unsecured Claims on a Pro Rata basis as set forth in Article III.B. The GUC Reserve shall (x) not be and shall not be deemed property of the Debtors or the Reorganized Debtors, and (y) be held in trust to fund distributions as provided herein. No Liens, Claims, or Interests shall encumber the GUC Reserve in any way.

If all or any portion of a General Unsecured Claim shall become a Disallowed Claim, then the amount on deposit in the GUC Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the GUC Reserve, shall remain in the GUC Reserve and be distributed to holders of Allowed General Unsecured Claims in accordance with the Plan.

Notwithstanding anything to the contrary herein, neither the Reorganized Debtors nor any other party in interest shall fund the GUC Reserve in an aggregate amount in excess of the GUC Reserve Amount.

4. Restructuring Transactions

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and Restructuring Support Agreement and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and Restructuring Support Agreement; (c) the filing of appropriate certificates of formation or incorporation, merger, or consolidation with the appropriate governmental

authorities pursuant to applicable law; (d) all transactions necessary to provide for the combination of the Debtors with PRG; and (e) all other actions that the Reorganized Debtors determine are necessary or appropriate, including any other actions required to effectuate the Settlement.

*D. Corporate Existence*

Except as otherwise provided in the Plan, each Debtor shall continue to exist as of the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be pursuant to the Plan and require no further action or approval. After the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. After the Effective Date, one or more of the Reorganized Debtors may be disposed of, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*E. Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances and free and clear of General Unsecured Claims. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Retained Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*F. Indemnification Provisions in Organizational Documents*

As of the Effective Date, each Reorganized Debtor's bylaws or other organizational documents, as applicable, shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former managers, directors, officers, employees, or agents at least to the same extent as PRG provides to its officers and directors as of the Effective Date, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted; *provided, however* that nothing herein shall be deemed to require PRG or any of its affiliates to indemnify or have any obligation to indemnify any person with respect to any Claims against the Debtors, or the Debtors' current and former officers and directors, arising from or related to (1) any current or former employee of the Debtors, or the characterization of any individual or entity providing or claiming to have provided services to the Debtors for compensation or (2) any claims for remuneration for work done on behalf of the Debtors from any party.

None of the Reorganized Debtors shall amend and/or restate its certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or materially adversely affect (1) any of the Reorganized Debtors' obligations referred to in this section or (2) the rights of such managers, directors, officers, employees, or agents referred to in this section.

Notwithstanding the assumption of indemnification obligations described herein, no claim of any current and former managers, directors, officers, employees, or agents for indemnification shall be entitled to a distribution from the GUC Reserve.

*G. Cancellation of Agreements and Equity Interests*

On the later of the Effective Date and the date on which distributions are made pursuant to the Plan (if not made on the Effective Date), except as otherwise specifically provided for in the Plan: (1) subject to the satisfaction of the DIP Claims and the Prepetition Term Loan Claims in accordance with Article II.B, Article II.C and Article III.B, as applicable, of this Plan (including the implementation of arrangements with respect to contingent obligations, letters of credit, Cash Management Arrangements (as defined in the DIP ABL Agreement), and Secured Hedge Arrangements (as defined in the DIP ABL Agreement) in accordance with such Article), the obligations of the Debtors under the DIP ABL Agreement, the DIP Term Agreement, the Prepetition ABL Agreement, the Prepetition Term Loan Agreement, the Catterton Promissory Notes, and the New FTF Promissory Note, and any other certificate, equity security, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest (except such certificates, notes or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are reinstated pursuant to the Plan), shall be cancelled solely as to the Debtors and their Affiliates, and the Reorganized Debtors, the DIP Agents, the Prepetition ABL Agent, the Prepetition Term Loan Agent, Catterton, and the New FTF Lender shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors and their Affiliates pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically reinstated or entered into pursuant to the Plan) shall be released and discharged. Notwithstanding the foregoing, nothing in this Plan shall be deemed to extinguish (x) any (i) obligation of any DIP ABL Secured Party to any other DIP ABL Secured Party, including, without limitation, the obligation of a DIP ABL Lender to indemnify the DIP ABL Agent in accordance with Section 12.07 of the DIP ABL Agreement or (ii) Surviving DIP ABL Obligations, all of which obligations shall survive the Effective Date in accordance with their terms; and (y) any (i) obligation of any DIP Term Secured Party to any other DIP Term Secured Party or (ii) Surviving DIP Term Obligations, all of which obligations shall survive the Effective Date in accordance with their terms.

*H. Approval of Restructuring Support Agreement and New Facility Documentation*

Confirmation of the Plan shall be deemed to constitute approval of the Merger provided for under the Restructuring Support Agreement, the New Investments and the New Facility Documentation (including all transactions contemplated thereby, such as any supplementation or additional syndication of the New Investments, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, assumption of the Restructuring Support Agreement and authorization for the Reorganized Debtors to enter into and perform their obligations under the New Facility Documentation (as applicable) and such other documents as may be reasonably required or appropriate, in each case, in accordance therewith.

On the Effective Date, the New Facility Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended to the Reorganized Debtors pursuant to the New Facility Documentation are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

On the later of (1) the Effective Date and (2) satisfaction of the DIP ABL Claims, the DIP Term Claims and the Prepetition Term Loan Claims in accordance with Article II.B, Article II.C and Article III.B, respectively, of this Plan, all of the Liens and security interests to be granted by the Reorganized Debtors in accordance with the New Facility Documentation (a) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Facility Documentation (as applicable), (b) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Facility Documentation, and (c) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable

non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

*I. Reorganized Debtors' Equity Interests*

*1. New Units*

On the Effective Date, Reorganized HoldCo shall issue or cause to be issued or reserve for issuance all of the New Units issued or issuable in accordance with the terms herein. The issuance of the New Units by Reorganized HoldCo for distribution pursuant to the Plan is authorized without the need for further corporate or limited liability company action and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. All of the New Units issued or issuable pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Other than as contemplated through the issuance of the New Units there shall exist on the Effective Date, prior to giving effect to the Merger, no other equity securities, warrants, options, or other agreements to acquire any equity interest in Reorganized HoldCo. In connection with the Merger, the New Units shall be cancelled and PRG II shall issue certain preferred and common equity interests to the holders of the New Units in Reorganized HoldCo to reflect the preferred and common equity interests of PRG II to be held by the holders of the New Units on a post-closing basis as set forth in Article III.B.3 and in the Restructuring Support Agreement. Immediately following the Merger and the Contribution, PRG II shall contribute 100% of the equity interests in Reorganized HoldCo to its subsidiary PRG II Inc., and PRG II Inc. shall contribute 100% of the equity interests in Reorganized HoldCo to its subsidiary PRG Inc., resulting in Reorganized HoldCo becoming a wholly owned subsidiary of PRG Inc.

*2. Operating Agreement*

On the Effective Date, Reorganized HoldCo and the Holders of Allowed Prepetition Term Loan Secured Claims and/or their designated affiliates shall (or be deemed to) enter into the Operating Agreement with respect to the New Units in substantially the form included in the Plan Supplement or in such other form as may be acceptable to the Supporting Term Loan Lenders. The Operating Agreement, if any, shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Units shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized HoldCo. From and after the Merger and the Contribution, the Operating Agreement shall be amended as set forth in the Certification of Merger and thereafter may be amended or modified without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*J. Exemption from Registration Requirements*

The offering, issuance, and distribution of any New Units pursuant to the Plan shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act to the maximum extent permitted thereunder pursuant to section 1145 of the Bankruptcy Code and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, and the Confirmation Order shall so provide. Except as otherwise provided in the Plan or the governing certificates or instruments, any and all New Units issued under the Plan will be freely tradable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such securities or instruments, including any such restrictions in the Operating Agreement, if any; (b) the restrictions, if any, on the transferability of such securities and instruments; and (c) any other applicable regulatory approval.

*K. Organizational Documents*

Subject to Article IV.F of this Plan, the Reorganized Debtors shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of the Plan. Without limiting the generality of the foregoing, as of the Effective Date, but prior to giving effect to the Merger, Reorganized HoldCo shall be governed by the Certificate of Formation and the Operating Agreement. The New Organizational Documents will comply with section 1123(a)(6) of the Bankruptcy Code. After the Merger and the Contribution, the Reorganized Debtors, including the Reorganized HoldCo, may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective state of incorporation and their respective New Organizational Documents.

*L. Exemption from Certain Transfer Taxes and Recording Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any stamp tax or similar tax, and the appropriate state or local governmental officials or agents shall 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.

*M. Directors and Officers of the Reorganized Debtors*

To the extent known, the identity of the members of the New Board will be disclosed in the Plan Supplement or prior to the Confirmation Hearing. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor continues to serve as a director, manager or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date and each such director, manager, or sole manager will be deemed to have resigned or shall otherwise cease to be a director, manager or sole manager of the applicable Debtor on the Effective Date. Commencing on the Effective Date, each of the directors, managers, sole managers and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such New Organizational Documents.

*N. Directors' and Officers' Insurance Policies*

Approval of the Plan shall constitute a finding that the D&O Liability Insurance Policies are not executory contracts that can be assumed pursuant to the Plan. However, should the Court find that the D&O Liability Insurance Policies are executory contracts, then, notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date and entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing assumption.

After the Effective Date, the Reorganized Debtors shall not terminate or otherwise modify the contractual terms under any D&O Liability Insurance Policies in effect on the Petition Date; *provided*, however, that nothing in this section shall impose liability upon the Reorganized Debtors or PRG, or PRG's affiliates and assigns, for any claims made on the D&O Liability Insurance Policies to the extent not paid or payable under such policies.

*O. Preservation of Rights of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases set forth in Article IX below, all Retained Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Retained Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Retained Causes of Action. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to any Retained Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. On the Effective Date, all Avoidance Actions shall be deemed waived, relinquished, and extinguished, and no Avoidance Actions shall revert to creditors of the Debtors.

*P. Corporate Action*

Upon the Effective Date, all actions contemplated by the Plan and Restructuring Support Agreement shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) consummation of the Merger and the Contribution; (2) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (3) selection of the directors, managers, and officers for the Reorganized Debtors; (4) the execution of and entry into the New Facility Documentation, and the New Organizational Documents; and (5) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

On or (as applicable) prior to the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors (including any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors including (1) the New Facility Documentation, and the New Organizational Documents and (2) any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.P shall be effective notwithstanding any requirements under non-bankruptcy law.

*Q. Effectuating Documents; Further Transactions*

Prior to, on, and after the Effective Date, the Debtors and Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan, the Restructuring Support Agreement, the New Facility Documentation, the New Organizational Documents, and any securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

## Article V.

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

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

On the Effective Date, except as otherwise provided herein, in the Plan or in the Restructuring Support Agreement, each of the Debtors' Executory Contracts and Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court will be deemed rejected by the Debtors or the Reorganized Debtors, as applicable, as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Assumed Executory Contract/Unexpired Lease List as an Executory Contract or Unexpired Lease designated for assumption, (2) that is the subject of a separate motion or notice to assume (including a motion or notice pursuant to which the requested effective date of such assumption is after the Effective Date) filed by the Debtors and pending as of the Confirmation Hearing, (3) that has been previously assumed pursuant to a Bankruptcy Court order or the Assumption/Rejection Procedures, or (4) that previously expired or terminated pursuant to its own terms.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions, assumptions and assignments, or rejections of such Executory Contracts and Unexpired Leases as set forth in the Plan, the Plan Supplement and the Restructuring Support Agreement, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Subject to section 365(c) of the Bankruptcy Code, each Executory Contract and Unexpired Lease assumed pursuant to the Plan or a Bankruptcy Court order and not assigned to a third party on or prior to the Effective Date, shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been validly modified by order of the Bankruptcy Court and notwithstanding any provision in any such assumed Executory Contract or Unexpired Lease that restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired lease (including any "change of control" provision), and, therefore, consummation of the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, except as set forth in the Restructuring Support Agreement, the Debtors reserve the right to alter, amend, modify, or supplement the listing of Executory Contracts and Unexpired Leases identified on the Assumed Executory Contract/Unexpired Lease List and the Rejected Executory Contract/Unexpired Lease List prior to the Effective Date, or such later date as provided in Article V.E below, on notice to the non-Debtor Entities affected by such alteration, amendment, modification, or supplement (and upon such Entities' counsel, if known) to be filed and served no less than ten days prior to the effective date of the assumption of the affected Executory Contracts and Unexpired Leases.

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

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed or assumed and assigned pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Cost in Cash on the Effective Date, subject to the limitation described in the following paragraph, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. No later than the Plan Supplement Filing Date, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Debtors shall provide for notices of proposed assumption and proposed Cure Cost (and, to the extent the Debtors seek to assume and assign an Unexpired Lease pursuant to the Plan, the Debtors will identify the assignee and provide adequate assurance of future performance by such assignee within the meaning of section 365 of the Bankruptcy Code) to be filed and served upon applicable contract and lease counterparties (and upon such Entities' counsel, if known), together with procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a contract or lease counterparty to a proposed assumption, assumption and assignment, or related Cure Cost must be filed, served, and actually received by the Debtors before the objection

deadline provided in the notice of proposed assumption and Cure Cost, which deadline shall be no less than 7 business days after the date on which the applicable notice of proposed assumption and proposed Cure Cost is filed and served.

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption or Cure Cost. Any objection to a proposed assumption, assumption and assignment, or Cure Cost will be scheduled to be heard by the Bankruptcy Court at the Reorganized Debtors' first scheduled omnibus hearing after which such objection is timely filed. In the event of a dispute regarding (1) the amount of any Cure Cost, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365(b) of the Bankruptcy Code, if applicable, under the Executory Contract or the Unexpired Lease to be assumed or assumed and assigned, and/or (3) any other matter pertaining to assumption and/or assignment, then such Cure Costs shall be paid following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases or as may be agreed upon by the Debtors or the Reorganized Debtors and the counterparty to such Executory Contract or Unexpired Lease; *provided* that the Debtors may settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court; *provided, further*, that notwithstanding anything to the contrary herein, the Debtors reserve the right to either reject, or nullify the assumption of, any Executory Contract or Unexpired Lease within 30 days after the entry of a Final Order resolving an objection to assumption or assumption and assignment, determining the Cure Cost under an Executory Contract or Unexpired Lease that was subject to a dispute, or resolving any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease.

Assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and the payment of the Cure Cost, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned, and the Cure Cost paid, shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors will continue to honor all postpetition and post-Effective Date obligations under any assumed Executory Contracts and Unexpired Leases in accordance with their terms, regardless of whether such obligations are listed as a Cure Cost, and whether such obligations accrued prior to or after the Effective Date, and neither the payment of cure nor entry of the Confirmation Order shall be deemed to release the Debtors or the Reorganized Debtors from such obligations.

*C. Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection or repudiation of the Debtors' Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within twenty-one (21) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. **Any Proofs of Claim arising from the rejection or repudiation of the Debtors' Executory Contracts and Unexpired Leases that are not timely filed shall be deemed disallowed.** All Allowed Claims arising from the rejection of the Debtors' Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.4 of this Plan.

*D. Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any Assumed Executory Contracts and Unexpired Leases) that have not been rejected as of the Confirmation Date will survive and remain unaffected by entry of the Confirmation Order.

*E. Reservation of Rights*

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, nor the Debtors' delivery of a notice of proposed assumption and proposed cure amount to applicable

contract and lease counterparties, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

*F. Employee Compensation and Benefits*

1. Compensation and Benefit Programs

Subject to the provisions of the Plan, all Compensation and Benefits Programs shall be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, except for:

- a. all employee equity or equity-based incentive plans, and any provisions set forth in the Compensation and Benefits Program that provide for rights to acquire Equity Interests in any of the Debtors;
- b. Compensation and Benefits Programs listed in the Plan Supplement as executory contracts to be rejected;
- c. Compensation and Benefits Programs that have previously been rejected; and
- d. Compensation and Benefits Programs that, as of the entry of the Confirmation Order, are the subject of pending rejection procedures or a motion to reject, or have been specifically waived by the beneficiaries of any employee benefit plan or contract.

Any assumption of Compensation and Benefits Programs pursuant to the terms herein shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein (unless a Compensation and Benefits Program counterparty timely objects to the assumption contemplated by the Plan in which case any such Compensation and Benefits Program shall be deemed rejected as of immediately prior to the Petition Date). No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (b) the Debtors' written contracts, agreements, agreements of indemnity, self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation and workers' compensation insurance. All Proofs of Claims on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs, and plans; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable state law.

**Article VI.**

**PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Distribution on Account of Claims and Interests Allowed as of the Effective Date*

Except as otherwise provided in the Plan or a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Claims and Interests Allowed on or before the Effective Date shall be made on the Initial Distribution Date; *provided* that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date

shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (2) in accordance with Article II.D herein, Allowed Priority Tax Claims, unless otherwise agreed, shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

*B. Distributions on Account of Claims and Interests Allowed After the Effective Date*

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim; *provided* that (a) Disputed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors on or before the Effective Date that become Allowed after the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (b) Disputed Priority Tax Claims that become Allowed Priority Tax Claims after the Effective Date shall be treated as Allowed Priority Tax Claims in accordance with Article IX.A of this Plan and paid on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order.

*C. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided herein, on the Initial Distribution Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Initial Distribution Date, on the date that such claim becomes Allowed or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that any Disputed Claims exist, distributions on account of such Disputed Claims shall be made pursuant to Article VI.B and Article VII of this Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*D. Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated in the Debtors' records as of the date of any such distribution, including the address set forth in any Proof of Claim filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

3. Delivery of Distributions on Prepetition Term Loan Secured Claims

Distributions of Cash, if any, on account of Allowed Class 3 Claims shall be made to the Prepetition Term Loan Agent. All distributions of property other than Cash will be made directly to the Prepetition Term Lenders (or in each case an affiliate designated by it), provided that the Prepetition Term Loan Agent shall provide such information regarding the Prepetition Term Lenders (or such affiliates) as is in its possession and is reasonably requested by the Debtors (or its Distribution Agent). As soon as practicable following compliance with the requirements set forth in Article VI of this Plan, (i) the Prepetition Term Loan Agent shall arrange to deliver or direct the delivery of Cash, if any, to or on behalf of the Holders of Allowed Class 3 Claims (or in each case an affiliate designated by it) in accordance with the terms of the Prepetition Term Loan Agreement and the Plan and (ii) the Debtors (or its Distribution Agent) shall arrange to deliver any distributions of property other than Cash to the Holders of Allowed Class 3 Claims in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Prepetition Term Loan Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the Prepetition Term Loan Agent or with respect to any information provided to the Debtor pursuant to this paragraph.

4. Delivery of Distributions on DIP ABL Claims

The DIP ABL Agent shall be deemed to be the holder of all DIP ABL Claims for purposes of distributions to be made hereunder, and all distributions on account of such DIP ABL Claims shall be made to the DIP ABL Agent. As soon as practicable following compliance with the requirements set forth in Article VI of this Plan, the DIP ABL Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of DIP ABL Claims in accordance with the terms of the DIP ABL Facility, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP ABL Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the DIP ABL Agent.

5. Delivery of Distributions on DIP Term Claims

The DIP Term Agent shall be deemed to be the holder of all DIP Term Claims for purposes of distributions of Cash to be made hereunder, and all distributions on account of such DIP Term Claims shall be made to the DIP Term Agent. As soon as practicable following compliance with the requirements set forth in Article VI of this Plan, the DIP Term Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of DIP Term Claims in accordance with the terms of the DIP Term Facility, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP Term Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the DIP Term Agent.

6. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. To the extent the Debtors and the Reorganized Debtors, as applicable, determine to utilize a Distribution Agent to facilitate the distributions under the Plan to Holders of Allowed Claims, any such Distribution Agent would first be required to: (a) affirm its obligation to facilitate the prompt distribution of any documents; (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan; (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan to be distributed by such Distribution Agent; and (d) post a bond, obtain a surety or provide some other form of security for the performance of its duties, the costs and expenses of procuring which shall be borne by the Debtors or the Reorganized Debtors, as applicable.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions, or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

7. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors and the Distribution Agents shall not be required to make distributions or payments of less than \$50 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or fractional share of New Units under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Units (up or down), with half dollars and half shares of New Units or less being rounded down.

8. Undeliverable Distributions

a. Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VI.D.8.b of this Plan, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends, or other accruals of any kind on account of their distribution being undeliverable.

b. Failure to Claim Undeliverable Distributions

No later than 60 days after an initial distribution has been made to each Class entitled to receive a distribution under the Plan, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within 60 days after the filing of the list of Holders of undeliverable distributions shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property.

Within 90 days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment laws, all such distributions shall revert to the Reorganized Debtors. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

c. Failure to Present Checks

Checks issued by the Reorganized Debtors (or their Distribution Agent) on account of Allowed Claims shall be null and void if not negotiated within 90 days after the issuance of such check. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 180 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be

discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property.

Within 90 days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment laws, all such distributions shall revert to the Reorganized Debtors. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

*E. Compliance with Tax Requirements/Allocations*

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

*F. Surrender of Canceled Instruments or Securities*

On the Effective Date or as soon as reasonably practicable thereafter, each Holder of a certificate or instrument evidencing a Claim or an Equity Interest shall be deemed to have surrendered such certificate or instrument to the Reorganized Debtors. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Equity Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights, and obligations which expressly survive the Effective Date, including all Surviving DIP ABL Obligations and Surviving DIP Term Obligations. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

*G. Claims Paid or Payable by Third Parties.*

1. Claims Payable by Insurance

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

2. Applicability of Insurance Policies

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

**Article VII.****PROCEDURES FOR RESOLVING DISPUTED,  
CONTINGENT, AND UNLIQUIDATED CLAIMS OR EQUITY INTERESTS****A. Allowance of Claims and Interests**

After the Effective Date, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Equity Interest immediately prior to the Effective Date. This Article VII shall not apply to the DIP ABL Claims, DIP Term Claims, and Prepetition Term Loan Secured Claims, which Claims shall be Allowed in full and will not be subject to any avoidance, reductions, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection or any other challenges under any applicable law or regulation by any person or Entity.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order and DIP Orders), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order (including the Confirmation Order) in the Chapter 11 Cases allowing such Claim. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

**B. Prosecution of Objections to Claims**

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, and subject to a party in interest's right to object to a Claim or Interest under section 502(a) (but subject, for the avoidance of doubt, to paragraph 47 of the DIP Order and the other provisions thereof governing Prepetition Lien and Claim Matters (as defined therein)), on and after the Effective Date, the Reorganized Debtors shall have the sole authority, in consultation with the GUC Oversight Representative with regard to General Unsecured Claims: (1) to file, withdraw, or litigate to judgment objections to Claims or Interests; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court (*provided* that the Reorganized Debtors shall provide the GUC Oversight Representative with five business days' notice prior to settling or compromising any General Unsecured Claim, during which time the GUC Oversight Representative shall have the right to object to any such settlement or compromise); and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

**C. Estimation of Claims and Interests**

Before or after the Effective Date, the Debtors or Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim or Interest pursuant to section 502(c) of the Bankruptcy Code and/or Bankruptcy Rule 3012 for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection; and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest. Notwithstanding any provision otherwise in the Plan, a Claim or Interest that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

*D. Adjustment to Claims and Interests Without Objection*

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted on the Claims Register by the Reorganized Debtors without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

*E. Time to File Objections to Claims*

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, as such may be extended pursuant to the terms of the Plan.

*F. Disallowance of Certain Claims*

In accordance with the Settlement, neither the Debtors nor the Reorganized Debtors nor any other party on their behalf may pursue an Avoidance Action or seek disallowance of a claim based upon Section 502(d) of the Bankruptcy Code.

All Proofs of Claim filed on account of an indemnification obligation to a director, officer or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order or approval of the Bankruptcy Court.

**Except as provided herein or otherwise agreed, any and all Proofs of Claim filed after the applicable Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.**

*G. Amendments to Proofs of Claim*

On or after the Effective Date, a Proof of Claim or Interest may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors and any such new or amended Proof of Claim or Interest filed shall be deemed disallowed in full and expunged without any further action by the Debtors or Reorganized Debtors (as applicable) or notice to the Bankruptcy Court or any other Entity.

*H. GUC Oversight Representative*

**1. GUC Oversight Representative Expenses**

On the Effective Date, the Debtors shall establish the GUC Oversight Expense Reserve and deposit Cash into the GUC Oversight Expense Reserve in the amount of the GUC Oversight Expense Reserve Amount. All costs, expenses, and obligations incurred by the GUC Oversight Representative in connection with the administration of the General Unsecured Claims under the Plan shall be paid by the Reorganized Debtors from the GUC Oversight Expense Reserve; *provided* that such costs, expenses, and obligations shall not exceed \$50,000.

**2. GUC Oversight Exculpation; Indemnification; Insurance; Liability Limitation**

The GUC Oversight Representative and its representatives, each in their capacity as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Reorganized Debtors. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the GUC Oversight Representative, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors.

*I. Disputed Claims Reserve*

On or before the Effective Date, the Reorganized Debtors or the Distribution Agent, as applicable, in consultation with the GUC Oversight Representative with regard to General Unsecured Claims, shall be authorized,

but not directed, to establish one or more Disputed Claims Reserves, which Disputed Claims Reserve shall be administered by the Reorganized Debtors or the Distribution Agent, as applicable.

The Reorganized Debtors or the Distribution Agent, may, in such entity's or entities' sole discretion, hold Cash in the same proportions and amounts, or in such lesser amounts as they may determine, as provided for in the Plan, in the Disputed Claims Reserve in trust for the benefit of the Holders of the total estimated amount of Claims ultimately determined to be Allowed after the Effective Date; *provided* that the GUC Oversight Representative shall have the right to move the Court to enlarge or reduce the size of the Disputed Claims Reserves if it disagrees with the amount reserved by the Reorganized Debtors or Distribution Agent, as applicable; *provided*, further, that any Cash placed in a Disputed Claims Reserve on account of General Unsecured Claims shall come from the GUC Reserve. The Reorganized Debtors or the Distribution Agent, as applicable, shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date under the Plan solely to the extent of the amounts available in the applicable Disputed Claims Reserves.

### Article VIII.

#### CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

##### A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived:

1. The Confirmation Order shall have been entered and shall be in full force and effect.
2. The Confirmation Order shall be a Final Order.
3. The New Investments shall have been consummated, or shall substantially contemporaneously with the Effective Date be consummated, in all material respects in accordance with the New Facility Documentation, respectively.
4. All documents and agreements necessary to implement the Plan shall have been executed and tendered for delivery. All conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms thereof (or will be satisfied and waived substantially concurrently with the occurrence of the Effective Date).
5. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.
6. The Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect and binding.
7. All conditions precedent to closing of the Merger set forth in the Restructuring Support Agreement shall have been satisfied or waived in accordance with the terms thereof.
8. All Allowed Professional Fee Claims approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay all Professional Fee Claims that become Allowed after the Effective Date shall have been placed in the Professional Fee Escrow Account, which shall have been established and funded.
9. All material authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein shall have been obtained.

10. The GUC Reserve shall have been established and funded with the GUC Reserve Amount as follows: (a) the FTF Parties shall have contributed the FTF Party Contribution and (b) the Restructuring Support Party Contribution shall have been funded from proceeds of the New Investments.

*B. Waiver of Conditions*

The Debtors or the Reorganized Debtors, as applicable, may waive conditions VIII.A.2 through VIII.A.9 to the Effective Date set forth above at any time, without any notice to parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than a proceeding to confirm the Plan; *provided, however*, that no condition may be waived without the consent of the Requisite Supporting Term Loan Lenders and PRG, except for the condition in Article VIII.A.7, which may be waived at the sole discretion of the Debtors. The failure of the Debtors or Reorganized Debtors, as applicable, to exercise any of the foregoing rights shall not be deemed a waiver of such rights or any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

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

If the Effective Date does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

*D. Substantial Consummation*

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**Article IX.**

**RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Compromise and Settlement of Claims*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates an integrated compromise and settlement of the Settled Claims to achieve a beneficial and efficient resolution of these Chapter 11 Cases for all parties-in-interest.

The Settlement provided for herein and the distributions and other benefits provided for under the Plan, including the releases set forth in Article IX.C and D and the exculpation set forth in Article IX.E, shall be in full satisfaction of any and all potential Claims or Causes of Action that could have been asserted against any of the Settlement Parties by any of the Settlement Parties, regardless of whether any of the foregoing Settled Claims are identified herein or could have been asserted. In addition to (a) the financing provided under the DIP Facilities, (b) the waiver of, or forbearance from, as applicable, acceleration of prepetition amounts owed by certain non-Debtor subsidiaries, whose insolvency would have negatively impacted the Debtors’ ability to continue to operate in foreign jurisdictions, (c) an agreement by the Settlement Parties to support this Plan thereby reducing the cost of litigation and enhancing the likelihood of a timely emergence, and (d) the provision of, or commitment to provide, exit financing to ensure the Debtors are able to emerge as a stronger, merged entity, the Settlement Parties are also (i) in the case of certain Restructuring Support Parties, agreeing to use the proceeds of the New Investments to fund the Restructuring Support Party Contribution, (ii) in the case of the FTF Parties, providing the FTF Party Contribution, (iii) in the case of Holders of Prepetition Term Loan Deficiency Claims, Catterton Promissory Notes Claims, Management Fee Claims, and FTF Parties’ Claims, waiving the right to receive a distribution on account of the Restructuring Support Party Contribution and FTF Party Contribution to further increase the percentage recovery for the remaining Holders of Allowed General Unsecured Claims, all in order to settle the Settled Claims and in exchange for the releases provided herein.

The entry of the Confirmation Order shall constitute the Court's approval, as of the Effective Date, of the compromise or settlement of all such Settled Claims and the Court's determination that such compromises and settlements are in the best interests of the Debtors, their estates, the Reorganized Debtors, creditors and all other parties in interest, and are fair, equitable and within the range of reasonableness. The compromises, settlements and releases described herein shall be deemed nonseverable from each other and from all other terms of the Plan. In consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases set forth in Article IX.C and D and the exculpation set forth in Article IX.E, shall constitute a good-faith compromise and settlement of all Settled Claims by the Settlement Parties.

*B. Discharge of Claims and Termination of Equity Interests; Equity Interests, and Controversies.*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Equity Interests and Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtors, the Reorganized Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Equity Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Equity Interest is Allowed; or (3) the Holder of such Claim or Equity Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Equity Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, nothing in this Article IX.A shall affect the rights of Holders of Claims and Interests to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims and Interests are entitled under the Plan.

In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

*C. Releases by the Debtors*

**PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, PURSUANT TO THE CONFIRMATION ORDER AND ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY WILL BE DEEMED FOREVER RELEASED, WAIVED, AND DISCHARGED BY EACH AND ALL OF THE DEBTORS, THE REORGANIZED DEBTORS, AND THEIR ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR FIXED, EXISTING OR HEREINAFTER ARISING, IN LAW, AT EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE THAT ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER**

OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE 2014 UPA, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS CONTEMPLATED ABOVE), THE RESTRUCTURING, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, FILING, OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP ABL AGREEMENT, THE DIP TERM AGREEMENT, THE PLAN, OR ANY OTHER RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP ABL AGREEMENT, THE DIP TERM AGREEMENT, OR THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE PURSUIT OF CONSUMMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES CRIMINAL CONDUCT, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) ASSUMED OR EXECUTED IN CONNECTION WITH THE PLAN.

Notwithstanding anything herein to the contrary:

1. the 2014 UPA is hereby deemed rejected as of the Effective Date; *provided* that the FTF Parties, the Reorganized Debtors, and PRG, agree and acknowledge that the provisions of Sections 5.04, (the "Confidentiality Provision"), and 5.05, 5.06, and 5.07 (the "Non-Compete Provisions") of the 2014 UPA, and any definitions or other provisions in the 2014 UPA that relate in any manner to the Confidentiality Provision and Non-Compete Provisions, shall remain in full force and effect in accordance with their terms through December 31, 2018; *provided, further*, that (i) the FTF Parties are released from any claim that the Debtors, the Reorganized Debtors, or PRG, and their respective predecessors, successors, and affiliates, may have arising out of any breach of the Confidentiality Provision or the Non-Compete Provisions through the RSA Amendment Date, (ii) the Reorganized Debtors and PRG, and their respective predecessors, successors, and affiliates, shall waive and forbear from exercising remedies in connection with any breach of the Non-Compete Provisions, provided that such breach is continuing as of the RSA Amendment Date, and (iii) the Confidentiality Provision and the Non-Compete Provisions, and any definitions or other provisions in the 2014 UPA that relate in any manner to the Confidentiality Provision and Non-Compete Provisions, shall terminate on December 31, 2018. For the avoidance of doubt, this provision applies solely to the 2014 UPA, including the Confidentiality Provision and the Non-Compete Provisions, and does not, and shall not be deemed to, alter, impair, release, or affect in any way any other agreement that may be in existence between the FTF Parties and the Debtors, including but not limited to any Unexpired Lease between any FTF Party and any Debtor, which relationship is governed solely by the terms of such Unexpired Lease; and

2. the forgoing release does not release, waive, discharge, or otherwise impair any rights of any Debtor and any FTF Affiliate and each such FTF Affiliate's respective assigns and successors, arising under or related to (i) any Unexpired Lease between those parties or (ii) any existing contractual obligations between those parties, and such parties are not releasing any Claims against each other arising from either such Unexpired Leases or such existing contractual obligations.

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

AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OF THE RELEASING PARTIES (REGARDLESS OF WHETHER A RELEASING PARTY IS A RELEASED PARTY) SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR AND RELEASED PARTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR FIXED, EXISTING OR HEREINAFTER ARISING, IN LAW, AT EQUITY, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THAT SUCH ENTITY 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 PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE 2014 UPA, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS PROVIDED ABOVE AND OTHER THAN INTERCOMPANY TRANSACTIONS AMONG PRG AND ITS SUBSIDIARIES), ENTRY INTO THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, FILING, OR CONSUMMATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP ABL AGREEMENT, THE DIP TERM AGREEMENT, THE PLAN, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT, INSTRUMENT, OR OTHER DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP ABL AGREEMENT, THE DIP TERM AGREEMENT, OR THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES CRIMINAL CONDUCT, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) ASSUMED OR EXECUTED IN CONNECTION WITH THE PLAN.

Notwithstanding anything herein to the contrary:

1. the 2014 UPA is hereby deemed rejected as of the Effective Date; *provided* that the FTF Parties, the Reorganized Debtors, and PRG, agree and acknowledge that the Confidentiality Provision and the Non-Compete Provisions of the 2014 UPA, and any definitions or other provisions in the 2014 UPA that relate in any manner to the Confidentiality Provision and Non-Compete Provisions, shall remain in full force and effect in accordance with their terms through December 31, 2018; *provided, further*, that (i) the FTF Parties are released from any claim that the Debtors, the Reorganized Debtors, or PRG, and their respective predecessors, successors, and affiliates, may have arising out of any breach of the Confidentiality Provision or the Non-Compete Provisions through the RSA Amendment Date, (ii) the Reorganized Debtors and PRG, and their respective predecessors, successors, and affiliates, shall waive and forbear from exercising remedies in connection with any breach of the Non-Compete Provisions, provided that such breach is continuing as of the RSA Amendment Date, and (iii) the Confidentiality Provision and

the Non-Compete Provisions, and any definitions or other provisions in the 2014 UPA that relate in any manner to the Confidentiality Provision and Non-Compete Provisions, shall terminate on December 31, 2018. For the avoidance of doubt, this provision applies solely to the 2014 UPA, including the Confidentiality Provision and the Non-Compete Provisions, and does not, and shall not be deemed to, alter, impair, release, or affect in any way any other agreement that may be in existence between the FTF Parties and the Debtors, including but not limited to any Unexpired Lease between any FTF Party and any Debtor, which relationship is governed solely by the terms of such Unexpired Lease; and

2. the forgoing release does not release, waive, discharge, or otherwise impair any rights of any Debtor and any FTF Affiliate and each such FTF Affiliate's respective assigns and successors, arising under or related to (i) any Unexpired Lease between those parties or (ii) any existing contractual obligations between those parties, and such parties are not releasing any Claims against each other arising from either such Unexpired Leases or such existing contractual obligations.

***E. Exculpation***

**UPON AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, RESTRUCTURING CONSULTANTS AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING SECTION 1125(E) OF THE BANKRUPTCY CODE.**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, THE EXCULPATED PARTIES, SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN OR ANY OTHER POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; PROVIDED, FURTHER, THAT TO THE EXTENT PERMITTED BY APPLICABLE 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 OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.**

**THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION, SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING WITH REGARD TO THE DISTRIBUTIONS OF NEW UNITS PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT AND SHALL NOT BE LIABLE AT ANY TIME FOR THE VIOLATIONS OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN.**

***F. Injunction***

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.C OF THIS PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.D OF THIS PLAN, (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.E OF THIS PLAN (BUT ONLY TO THE EXTENT OF**

**THE EXCULPATION PROVIDED IN ARTICLE IX.E OF THIS PLAN), OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR OTHER PROCEEDING, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF, OR IN CONNECTION WITH OR WITH RESPECT TO, ANY DISCHARGED, RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES.**

*G. Setoffs and Recoupment*

Except as otherwise provided herein or in the DIP Order (including, without limitation, paragraph 4 thereof) each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim, other than an Allowed DIP Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan, a Final Order or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action, of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

*H. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

**Article X.**

**RETENTION OF JURISDICTION**

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

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any

Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Adjudicate, decide or resolve any and all matters related to Causes of Action;

7. Adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including establishment of a bar date, related notice, claim objections, allowance, disallowance, estimation and distribution;

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

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

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

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

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

14. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

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

16. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
17. Enter an order or final decree concluding or closing the Chapter 11 Cases;
18. Adjudicate any and all disputes arising from or relating to distributions under the Plan;
19. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
20. Determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
21. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan (other than any dispute arising after the Effective Date under, or directly with respect to, the New Facility Documentation, which such disputes shall be adjudicated in accordance with the terms of the New Facility Documentation;
22. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
23. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
24. Enforce all orders previously entered by the Bankruptcy Court and resolve any cases, controversies, suits or disputes that may arise in connection with any entity's rights arising from or obligations incurred in connection with the Plan; and
25. Hear any other matter not inconsistent with the Bankruptcy Code.

#### **Article XI.**

#### **MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN**

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

Subject to the limitations contained in the Plan, the Debtors reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement: (i) to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; and (ii) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, may, upon order of the Bankruptcy Court, amend or 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.

##### **B. *Effect of Confirmation on Modifications***

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

*C. Revocation of Plan*

Subject to the conditions to the Effective Date, the Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the entry of the Confirmation Order and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if entry of the Confirmation Order or the Effective Date does not occur, then: (i) the Plan with respect to such Debtor or Debtors shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void with respect to such Debtor or Debtors; and (iii) nothing contained in the Plan with respect to such Debtor or Debtors shall: (a) constitute a waiver or release of any claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

**Article XII.**

**MISCELLANEOUS PROVISIONS**

*A. Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

*B. Additional Documents*

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

*C. Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of Title 28 of the U.S. Code shall be paid when due and payable for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

*D. Reservation of Rights*

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*E. Successors and Assigns*

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

*F. Service of Documents*

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	Counsel to the Debtors
<p>VER Technologies Holdco, LLC 757 West California Avenue, Building 4 Glendale, California 91203 Attn.: Mick Galvin</p> <p>-and-</p> <p>909 Third Avenue, 30th Floor New York, New York 10022 Attn: Lawrence Young;</p>	<p>Kirkland &amp; Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: James H.M. Sprayregen and Ryan Blaine Bennett</p> <p>-and-</p> <p>601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C. and Cristine Pirro Schwarzman</p> <p>- and -</p> <p>Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti</p> <p>- and -</p> <p>Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn: Morton Branzburg</p>

<b>Counsel to PRG</b>	<b>Counsel to Consenting Prepetition Term Loan Lenders</b>
Morrison Cohen LLP 909 Third Avenue New York, New York 10022 Attn: Joseph T. Moldovan and Robert K. Dakis  -and-  Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Todd E. Bowen	Morgan, Lewis & Bockius LLP One Federal Street Boston, MA, 02110-1726 Attn: Ian Wenniger and Andrew Gallo  - and -  Morgan, Lewis & Bockius LLP 101 Park Avenue New York, New York 10178 Attn: Frederick Eisenbiegler
<b>United States Trustee</b>	<b>Counsel to the Committee</b>
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: David Buchbinder, Esq.	Whiteford, Taylor & Preston LLC The Renaissance Center 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn: Christopher M. Samis, L. Katherine Good, Aaron H. Stulman  - and -  Sulmeyer Kupetz 333 South Hope Street Thirty-Fifth Floor Los Angeles, CA 90071-1406 Attn: Mark S. Horoupian, Alan G. Tippie, Mark S. Horoupian, Victor A. Sahn, David S. Kupetz, Daniel A. Lev
	<b>Counsel to the FTF Parties</b>
	Robins Kaplan LLP 2049 Century Park East Suite 3400 Los Angeles, CA 90067 Attn: Howard J. Weg, Scott Gautier, and Michael T. Delaney  - and -  Tom Pabst P.O. Box 3747 Glendale, CA 91221-0247

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

*G. Term of Injunctions or Stays*

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

*H. Entire Agreement*

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

*I. Governing Law*

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

*J. Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <http://www.kccllc.net/ver> or the Bankruptcy Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov).

*K. Nonseverability of Plan Provisions upon Confirmation*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (iii) nonseverable and mutually dependent.

*L. Closing of Chapter 11 Cases*

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

*M. Conflicts*

To the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the DIP Orders and the Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the

Plan shall govern and control. To the extent that any provision in the Plan conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

*N. Dissolution of the Committee and GUC Oversight Representative*

The Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases on the Effective Date; *provided* that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except, applications filed by the Professionals pursuant to sections 330 and 331 of the Bankruptcy Code.

Once the Reorganized Debtors have completed distributions to holders of Allowed Class 4 Claims pursuant to Article III.B herein, (a) the GUC Oversight Representative shall dissolve and be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases and (b) any remaining funds in the GUC Oversight Expense Reserve Account shall automatically vest in the Reorganized Debtors.

*O. Section 1125(e) Good Faith Compliance*

The Debtors, Reorganized Debtors, the DIP Agents, the DIP Lenders and each other DIP Secured Party (as defined in the DIP Order), the Prepetition ABL Agent, the Prepetition ABL Lenders and each of the “Prepetition Secured Parties” as defined in the DIP Order, the Prepetition Term Loan Agent, the Prepetition Term Loan Lenders, Catterton, PRG Inc., PRG II, PRG II Inc., PRG Holdings, VER MergerCo, and each of their respective Representatives, shall be deemed to have acted in “good faith” under section 1125(e) of the Bankruptcy Code.

*P. Further Assurances*

The Debtors, Reorganized Debtors, all Holders of Claims or Interests receiving distributions pursuant to this Plan, and all other parties-in-interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

\* \* \* \* \*

Respectfully submitted, as of the date first set forth above,

**VER Technologies Holdco, LLC**  
**(on behalf of itself and all other Debtors)**

By: /s/ Lawrence Young

Name: Lawrence Young

Title: Chief Restructuring Officer