Solicitation and Disclosure Statement for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PREPACKAGED PLAN IS 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 4, 2016 UNLESS EXTENDED BY THE COMPANY (THE "VOTING DEADLINE").

THIS SOLICITATION IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF A PREPACKAGED PLAN OF REORGANIZATION (THE "PREPACKAGED PLAN") PRIOR TO THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE. NO CHAPTER 11 CASES HAVE YET BEEN COMMENCED. AS NO CHAPTER 11 CASES HAVE YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IMMEDIATELY FOLLOWING THE FILING OF VOLUNTARY REORGANIZATION CASES, SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND EACH OF THE OTHER DEBTORS EXPECT TO SEEK AN ORDER OF THE BANKRUPTCY COURT APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, APPROVING THE SOLICITATION OF VOTES FOR THE PREPACKAGED PLAN, AND CONFIRMING THE PREPACKAGED PLAN. YOU ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PREPACKAGED PLAN IN THEIR ENTIRETY BEFORE MAKING A DECISION TO ACCEPT OR REJECT THE PREPACKAGED PLAN.

Dated: November 19, 2016

WILLKIE FARR & GALLAGHER LLP
Counsel for the Company
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

IMPORTANT NOTICE

IF YOU DECIDE TO VOTE ON THE PREPACKAGED PLAN, YOU MUST RETURN AN EXECUTED BALLOT TO THE VOTING AGENT VIA THE PROCEDURES BELOW BY THE VOTING DEADLINE.

SUMMARY OF VOTING INSTRUCTIONS:

Your solicitation materials include a Ballot, which contains detailed voting instructions for voting to accept or reject the Prepackaged Plan. Please complete the information requested on the Ballot, sign, date and indicate your vote on the Ballot, and if you vote in favor of the Prepackaged Plan, sign the other documents noted on the Ballot, and return the completed Ballot and other documents either (i) via electronic, online transmission through the E-Ballot platform (your individual E-Ballot ID# is listed on your Ballot) on the Voting Agent's website, http://cases.primeclerk.com/transtarballots, or (ii) if you opt to return a paper ballot, by first class mail or overnight courier or hand delivery to:

Transtar Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022

Please note that a separate Ballot should be executed and returned for each separate legal entity that holds debt against the Company. Creditors who cast a Ballot using Prime Clerk's "E-Ballot" platform should NOT also submit a paper Ballot. If you would (i) prefer to submit a paper Ballot or (ii) need additional copies of the Prepackaged Plan or Disclosure Statement, please contact the Voting Agent at the address above or by calling (855) 628-7533 (domestic toll free) or (917) 651-0324 (international) or emailing transtarballots@primeclerk.com.

No bankruptcy cases have yet been commenced by Speedstar Holding Corporation ("Speedstar"), Transtar Holding Company ("Transtar") and their direct and indirect domestic subsidiaries (collectively, the "Company" or, on and after a bankruptcy filing, the "Debtors," as applicable).[1] This Disclosure Statement has not been approved by any court with respect to whether it contains "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code. Nonetheless, after chapter 11 cases are commenced, the Debtors expect to promptly seek an order of the Bankruptcy Court approving this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and determining that the solicitation of votes to accept or reject the Prepackaged Plan by means of this Disclosure Statement was in compliance with section 1126(b) of the Bankruptcy

[1] A list of the Debtors and the last four digits of each Debtor's taxpayer identification number is attached as Schedule I to the Prepackaged Plan.

Code, likely at a combined hearing on adequacy of the Disclosure Statement and confirmation of the Prepackaged Plan.

All capitalized terms in this Disclosure Statement not otherwise defined herein have the meanings given to them in the Prepackaged Plan, attached hereto as Exhibit 1. The purpose of this Disclosure Statement is to provide holders of Claims that are entitled to vote on the Prepackaged Plan (the "Voting Class") with sufficient information to allow them to make an informed decision on whether to accept or reject the Prepackaged Plan.

THE INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR WILL THERE BE ANY DISTRIBUTION OF THE SECURITIES DESCRIBED HEREIN UNTIL THE EFFECTIVE DATE OF THE PREPACKAGED PLAN.

The overall purpose of the Prepackaged Plan is to enable the Company to de-lever its balance sheet, provide additional liquidity to the Company and better position the Company to compete in the automobile aftermarket industry.

The Company and the First Lien Lenders holding approximately 98.8% of the outstanding Claims in Class 1 as of the date hereof (the "Consenting First Lien Lenders"), and the majority equity holder in the Company (the "Majority Equity Holder") have entered into the Restructuring Support Agreement and, as a result, subject to certain terms and conditions, have agreed to support the Prepackaged Plan. As the Consenting First Lien Lenders have agreed, subject to the terms and conditions of the Restructuring Support Agreement, to vote in favor of the Prepackaged Plan, the Company believes it will obtain the requisite votes in favor of the Prepackaged Plan to confirm the Prepackaged Plan.

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

This Disclosure Statement and its related documents have not been approved by the Bankruptcy Court. No representations have been authorized by the Bankruptcy Court concerning the Company, its business operations or the value of its assets.

The Company urges you to read this Disclosure Statement carefully for a discussion of voting instructions, recovery information, classification of claims, the Company's businesses, properties and results of operations, historical and projected financial results and a summary and analysis of the Prepackaged Plan and the Proposed Transaction.

The Prepackaged Plan and this Disclosure Statement have not been required to be prepared in accordance with federal or state securities laws or other applicable nonbankruptcy law. The Prepackaged Plan has not been approved or disapproved by the U.S. Securities and Exchange Commission ("SEC") or any state securities commission, and neither the SEC nor any state securities commission has passed upon the accuracy or adequacy of the information contained herein. Any representation to the contrary is a criminal offense. Persons trading in or otherwise purchasing, selling or transferring securities of or Claims against the Company should evaluate the Prepackaged Plan in light of the purposes for which it was prepared.

This Disclosure Statement contains only a summary of the Prepackaged Plan. This Disclosure Statement is not intended to replace the careful and detailed review and analysis of the Prepackaged Plan and related documents, only to aid and supplement such review. This Disclosure Statement is qualified in its entirety by reference to the Prepackaged Plan, the Plan Documents and the exhibits attached to each such document and the agreements and documents described therein. If there is a conflict between the Prepackaged Plan and this Disclosure Statement, the provisions of the Prepackaged Plan will govern. You are encouraged to review the full text of the Prepackaged Plan and the Plan Documents and to read carefully the entire Disclosure Statement, including all exhibits to each such document, before deciding how to vote with respect to the Prepackaged Plan.

Except as otherwise indicated, the statements in this Disclosure Statement are made as of the date hereof and the delivery of this Disclosure Statement will not, under any circumstances, imply that the information contained in this Disclosure Statement is correct at any time after the date hereof. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts of Claims or Interests allowed by the Bankruptcy Court.

You should not construe this Disclosure Statement as providing any legal, business, financial or tax advice. You should, therefore, consult with your own legal, business, financial and tax advisors as to any such matters in connection with the Prepackaged Plan, the solicitation of votes on the Prepackaged Plan and the transactions contemplated by the Prepackaged Plan.

As to any actions or threatened actions, this Disclosure Statement is not, and is in no event to be construed as, an admission or stipulation. Instead, this Disclosure Statement is, and is for all purposes to be construed as, solely and exclusively a statement made in settlement negotiations. In particular, this Disclosure Statement is not, and is in no event to be construed as, an admission of insolvency by the Company.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Disclosure Statement contains both historical and forward-looking statements. All statements other than statements of historical fact included in this Disclosure Statement that address activities, events or developments that the Company expects, believes or anticipates will or may occur in the future are forward-looking

statements including, without limitation, the statements about the Company's plans, objectives, strategies and prospects regarding, among other things, the Company's financial condition, results of operations and business. The Company has identified some of these forward-looking statements with words like "believe," "may," "will," "should," "expect," "intend," "plan," "predict," "anticipate," "estimate" or "continue" and other words and terms of similar meaning. These forward-looking statements are contained throughout this Disclosure Statement, are based on current expectations about future events affecting the Company and are subject to uncertainties and factors relating to the Company's operations, business environment, and discussions with creditors. All such matters are difficult to predict and many are beyond the Company's control and could cause the Company's actual results to differ materially from those matters expressed or implied by forward-looking statements. Many factors mentioned in the Company's discussion in this Disclosure Statement will be important in determining future results. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The Company's plans and objectives are based, in part, on assumptions involving the Company continuing as a going concern and executing the Company's stated business plan and objectives. Forward-looking statements (including oral representations) are only predications or statements of current plans, which the Company reviews continuously. They can be affected by inaccurate assumptions the Company might make or by known or unknown risks and uncertainties, including, among other things, risks associated with:

- servicing and refinancing the Company's substantial indebtedness;
- restrictions in connection with the Company's secured credit agreements;
- the failure to retain and attract management and key personnel;
- the failure to manage and expand operations effectively;
- the failure to successfully integrate any future acquisitions;
- the Company's ability to consummate the Prepackaged Plan;
- the impact of the Prepackaged Plan on the Company's operations, credibility and valued relationships;
- the uncertainty surrounding the Prepackaged Plan, if effected, including the Company's ability to retain employees, agents, customers and key vendors; and
- the amount of the costs, fees, expenses and charges related to the transactions contemplated by the Prepackaged Plan.

Because the Company's actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements, the Company cannot give any assurance that any of the events anticipated by these forward-looking statements will occur or, if any of them do, what impact they will have on the Company's business, results of operations and financial condition. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this disclosure statement. The Company does not undertake any obligation to update these forward-looking statements to reflect new information, future events or otherwise, except as may be required under applicable law.

THE COMPANY, THE CONSENTING FIRST LIEN LENDERS AND THE MAJORITY EQUITY HOLDER SUPPORT CONFIRMATION OF THE PREPACKAGED PLAN, AND URGE ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED TO ACCEPT THE PREPACKAGED PLAN.

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TABLE OF CONTENTS

Page

Annexed as Exhibits to this Disclosure Statement are copies of the following documents:

- Plan (Exhibit 1);
- Restructuring Support Agreement (Exhibit 2);
- Prepetition Organizational Chart (Exhibit 3);
- Liquidation Analysis (Exhibit 4); and
- Reorganized Company's Projected Financial Information (Exhibit 5).

ARTICLE I.

INTRODUCTION

1.1 *General.*

The Company hereby transmits this disclosure statement (as it may be amended, supplemented or otherwise modified from time to time, the "**Disclosure Statement**"), pursuant to section 1125 of title 11 of the United States Code (the "**Bankruptcy Code**"), in connection with the Company's solicitation of votes to confirm the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, dated as of November 19, 2016 (the "**Plan**"). All capitalized terms in this Disclosure Statement not otherwise defined herein have the meanings given to them in the Plan, which is attached hereto as Exhibit 1.

All Plan Documents are subject to revision and modification from time to time prior to the Effective Date (subject to the terms of the Plan and with the consent of the Majority Consenting Lenders), which may result in material changes to the terms of the Plan Documents. On the Effective Date, the Plan, all Plan Documents and all other agreements entered into or instruments issued in connection with the Plan and any Plan Document, shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto and shall be deemed to become effective simultaneously.

The purpose of this Disclosure Statement is to set forth information: (i) regarding the history of the Debtors and their businesses; (ii) concerning the Plan; (iii) advising the holders of Claims and Interests of their rights under the Plan; and (iv) assisting the holders of Claims entitled to vote on the Plan in making an informed judgment regarding whether they should vote to accept or reject the Plan. The overall purpose of the Plan is to de-lever the Company's balance sheet and better position the Company to compete in the automobile parts manufacturing and distribution industries.

A Ballot for voting to accept or reject the Plan is being sent to the holders of First Lien Credit Agreement Claims.

Although the solicitation of votes on the Plan relates to the Reorganization Cases and voluntary petitions for relief under chapter 11 of the Bankruptcy Code, no filing has occurred as of the date of this Disclosure Statement. The Company expressly reserves the right to extend the Voting Deadline by oral or written notice to the Voting Agent.

Each holder of First Lien Credit Agreement Claims should read this Disclosure Statement and the Exhibits hereto, including the Plan and the instructions accompanying the Ballot in their entirety, before voting on the Plan. These documents contain important information concerning the classification of Claims and Interests for voting purposes and the tabulation of votes. No solicitation of votes may be made except pursuant to this Disclosure Statement and section 1126(b) of the Bankruptcy Code. In voting on the Plan, holders of First Lien Credit Agreement Claims should not rely on any information relating to the Company and

its business other than the information contained in this Disclosure Statement, the Plan and all Exhibits hereto and thereto.

PURSUANT TO THE RESTRUCTURING SUPPORT AGREEMENT, THE CONSENTING FIRST LIEN LENDERS, REPRESENTING APPROXIMATELY 98.8% IN DOLLAR AMOUNT OF CLASS 1 CLAIMS, HAVE AGREED TO SUPPORT AND VOTE TO ACCEPT THE PLAN.

THE DEBTORS RECOMMEND THAT HOLDERS OF CLAIMS IN CLASS 1 VOTE TO ACCEPT THE PLAN.

Additional copies of this Disclosure Statement (including the Exhibits hereto) are available upon request made to the office of the Company's counsel, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Debra C. McElligott, Esq. and James H. Burbage, Esq., (212) 728-8000 (phone) or (212) 728-8111 (facsimile). Additional copies of this Disclosure Statement (including the Exhibits hereto) can also be accessed free of charge from the following website: http://cases.primeclerk.com/transtarballots, or at http://cases.primeclerk.com/transtar/.

A Ballot for voting to accept or reject the Plan is enclosed with this Disclosure Statement for the holders of First Lien Credit Agreement Claims. If you are a holder of First Lien Credit Agreement Claims and did not receive a Ballot, received a damaged Ballot or lost your Ballot, or if you have any questions concerning the procedures for voting on the Plan, please contact Prime Clerk at:

Transtar Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022
(855) 628-7533 (Domestic Toll-Free)
(917) 651-0324 (International)
transtarballots@primeclerk.com

1.2 *The Confirmation Hearing.*

After the Company files voluntary petitions for relief under chapter 11 of the Bankruptcy Code, the Company intends to request that the Bankruptcy Court schedule, as promptly as practicable, a hearing to approve this Disclosure Statement as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code and the solicitation of votes on the Plan as being in compliance with section 1126(b) of the Bankruptcy Code, and to consider confirmation of the Plan. Even if the Company does not receive the requisite votes in favor of the Plan prior to filing its petitions, the Company may decide to file for chapter 11 relief and seek confirmation of the Plan or a modified plan.

The Debtors will request confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code, and they have reserved the right to modify the Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the

Bankruptcy Code requires modification, subject to the terms of the Plan and the consent of the Majority Consenting Lenders.

Section 1128(a) of the Bankruptcy Code requires that the Bankruptcy Court, after notice, hold a hearing to confirm a plan. Section 1128(b) provides that a party-in-interest may object to confirmation of a plan. Objections to confirmation must be filed with the Bankruptcy Court and served on the Debtors as well as the other parties set forth in the notice of the Confirmation Hearing (the "**Notice of Confirmation Hearing**") by the objection deadline, as set forth in the Notice of Confirmation Hearing. The Notice of Confirmation Hearing will be mailed to parties at a later date, after the filing of a chapter 11 bankruptcy.

At the Confirmation Hearing, the Bankruptcy Court will:

- determine whether the solicitation of votes on the Plan was in compliance with section 1126 of the Bankruptcy Code;
- determine whether the Plan has been accepted by a sufficient number and amount of holders of Class 1 Claims;
- hear and determine objections, if any, to the Plan and to confirmation of the Plan that have not been previously disposed of;
- determine whether the Plan meets the confirmation requirements of the Bankruptcy Code; and
- determine whether to confirm the Plan.

1.3 *Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Company, and specifies which Classes are (a) impaired or unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject the Plan.

Class	Designation	Impairment	Entitled to Vote
Class 1	First Lien Credit Agreement Claims	Yes	Yes
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4	General Unsecured Claims	Yes	No (Deemed to reject)
Class 5	Intercompany Claims	No	No (Deemed to accept)
Class 6	Intercompany Interests	No	No (Deemed to accept)
Class 7	Existing Interests	Yes	No (Deemed to reject)

1.4 ***Voting; Holders of Claims Entitled to Vote.***

(a) General Voting Procedures.

Pursuant to the provisions of the Bankruptcy Code, only holders of allowed claims or equity interests in classes of claims or equity interests that are "impaired" and that are not deemed to have rejected a chapter 11 plan are entitled to vote to accept or reject such proposed plan. Generally, a claim or interest is "impaired" under a plan if the holder's legal, equitable or contractual rights are altered under such plan. Classes of claims or equity interests under a chapter 11 plan in which the holders of claims or equity interests are unimpaired are deemed to have accepted such plan and are not entitled to vote to accept or reject the proposed plan. In addition, classes of claims or equity interests in which the holders of claims or equity interests will not receive or retain any property on account of their claims or equity interests are deemed to have rejected the chapter 11 plan and are not entitled to vote to accept or reject such plan.

Under the Plan:

- Claims in Class 1 are impaired, will receive a distribution on account of such Claims to the extent provided in the Plan and are entitled to vote to accept or reject the Plan;

- Claims in Classes 2, 3, 5 and 6 are unimpaired and, as a result, holders of such Claims are deemed to have accepted the Plan and are not entitled to vote to accept or reject the Plan;

- Claims and Interests in Classes 4 and 7 are deemed by the Debtors to have rejected the Plan and are not entitled to vote to accept or reject the Plan; and

The Bankruptcy Code defines "acceptance" of a plan by a class of claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the chapter 11 plan. **Your vote on the Plan is important.** The Bankruptcy Code requires as a condition to confirmation of a chapter 11 plan that each class that is impaired and entitled to vote under a plan vote to accept such plan, unless the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

The Debtors reserve the right, with the consent of the Majority Consenting Lenders, to amend the Plan and/or to request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any class of Claims which votes to reject the Plan or is deemed to reject the Plan. Section 1129(b) of the Bankruptcy Code permits the confirmation of a chapter 11 plan notwithstanding the non-acceptance of such plan by one or more impaired classes of claims or equity interests, so long as at least one impaired class of claims or interests votes to accept such plan (excluding any votes of insiders). Under that section, a chapter 11 plan may be confirmed by a bankruptcy court if it does not "discriminate unfairly" and is "fair and equitable" with respect to each non-accepting class.

This Disclosure Statement, the Exhibits attached hereto, the Plan and the related documents are the only materials the Debtors are providing to creditors for their use in determining whether to vote to accept or reject the Plan, and it is the Debtors' position that such materials may not be relied upon or used for any purpose other than to vote to accept or reject the Plan.

Please complete and sign your Ballot(s) and return such Ballot to the Debtors' claims and voting agent (the "**Voting Agent**"). Holders of First Lien Credit Agreement Claims can vote on the Plan by completing the information requested on the Ballot, signing, dating and indicating their vote on the Ballot, and returning the completed original Ballot either (i) via electronic, online transmission through the E-Ballot platform on the Voting Agent's website, http://cases.primeclerk.com/transtarballots, or (ii) if a holder opts to return a paper Ballot, by first class mail, overnight courier or hand delivery to:

Transtar Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022

TO BE COUNTED, YOUR ORIGINAL BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN **5:00 P.M., PREVAILING EASTERN TIME, ON DECEMBER 4, 2016,** UNLESS EXTENDED BY THE DEBTORS. YOUR BALLOT MAY BE SENT VIA (I) THE E-BALLOT PLATFORM AS DESCRIBED ABOVE OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR MESSENGER. FAXED COPIES AND VOTES SENT ON OTHER FORMS WILL NOT BE ACCEPTED EXCEPT IN THE DEBTORS' SOLE DISCRETION. ALL BALLOTS MUST BE SIGNED. ANY HOLDER OF A CLAIM IN THE VOTING CLASS WHO HAS ANY QUESTIONS REGARDING THE PROCEDURES FOR VOTING ON THE PLAN MAY CONTACT THE VOTING AGENT (A) BY CALLING (855) 628-7533 (DOMESTIC TOLL FREE) OR (917) 651-0324 (INTERNATIONAL) OR (B) BY EMAILING TRANSTARBALLOTS@PRIMECLERK.COM.

The Ballots have been specifically designed for the purpose of soliciting votes on the Plan from the holders of First Lien Credit Agreement Claims. Accordingly, in voting on the Plan, please use only the Ballots sent to you with this Disclosure Statement or provided by the Voting Agent.

The Debtors have fixed **5:00 p.m. (prevailing Eastern time) on November 13, 2016** (the "**Voting Record Date**") as the time and date for the determination of the Persons who are entitled to receive a copy of this Disclosure Statement and all of the related materials and to vote whether to accept or reject the Plan. Accordingly, only holders of Claims of record as of the Voting Record Date that are entitled to vote on the Plan will receive a Ballot and may vote on the Plan.

All properly completed Ballots received prior to the Voting Deadline will be counted for purposes of determining whether a voting Class of impaired Claims has accepted the

Plan. The Voting Agent will prepare and file with the Bankruptcy Court a certification of the results of the balloting with respect to the Class entitled to vote.

1.5 ***Important Matters.***

This Disclosure Statement contains projected financial information and certain other forward-looking statements, all of which are based on various estimates and assumptions and will not be updated to reflect events occurring after the date hereof. Such information and statements are subject to inherent uncertainties and to a wide variety of significant business, economic and competitive risks, including, among others, those described herein. Consequently, actual events, circumstances, effects and results may vary significantly from those included in or contemplated by such projected financial information and such other forward-looking statements. The projected financial information contained herein and in the Exhibits annexed hereto is, therefore, not necessarily indicative of the future financial condition or results of operations of the Company, which in each case may vary significantly from those set forth in such projected financial information. Consequently, the projected financial information and other forward-looking statements contained herein should not be regarded as representations by the Company, its advisors, or any other person that the projected financial conditions or results of operations can or will be achieved.

ARTICLE II.

SUMMARY OF PLAN AND CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS THEREUNDER

The following table briefly summarizes the classification and treatment of Claims and Interests under the Plan. The summaries in this table are qualified in their entirety by the description of the treatment of such Claims in Articles IV and V of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, U.S. Trustee Fees, Fee Claims, and Priority Tax Claims have not been classified.

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
Class 1	First Lien Credit Agreement Claims	On the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 of the Plan), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) one hundred percent	Impaired	Entitled to vote	$424,600,000

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
		(100%) of the New Common Stock of Reorganized Speedstar and (b) 100% of the New PIK Notes (in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution) as payment in full, and in full and final satisfaction of, its Pro Rata share of $224,600,000 of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of $1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the avoidance of doubt, shall be $200,000,000 (the "**Remaining Term Loans**").			

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
Class 2	Other Secured Claims	The legal, equitable, and contractual rights of holders of Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Secured Claim in the ordinary course of business.	Unimpaired	Not entitled to vote (deemed to accept)	$1,800,000
Class 3	Other Priority Claims	The legal, equitable, and contractual rights of holders of Other Priority Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Priority Claim in the ordinary course of business.	Unimpaired	Not entitled to vote (deemed to accept)	$3,600,000
Class 4	General Unsecured Claims	Except to the extent that a holder of a General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of General	Impaired	Not entitled to vote (deemed to reject)	$192,400,000[2]

[2] This estimated amount may increase to the extent that the Bankruptcy Court does not approve the payment of certain General Unsecured Claims during the course of the Reorganization Cases as requested by the Debtors pursuant to "first day" motions.

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
		Unsecured Claims shall receive their Pro Rata share of $500,000; provided that holders of Ordinary Course General Unsecured Claims who elect to continue providing goods or services pursuant to a Continuing Creditor Election shall be unimpaired.			
Class 5	Intercompany Claims	Each Intercompany Claim shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.	Unimpaired	Not entitled to vote (deemed to accept)	$2,000,000
Class 6	Intercompany Interests	Intercompany Interests shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.	Unimpaired	Not entitled to vote (deemed to accept)	N/A
Class 7	Existing Interests	Existing Interests shall be cancelled on the Effective Date.	Impaired	Not entitled to vote (deemed to reject)	N/A

The recoveries set forth above are estimates and are contingent upon approval of the Plan as proposed.

ARTICLE III.

BUSINESS DESCRIPTION AND CIRCUMSTANCES THAT LED TO THE SOLICITATION

3.1 *General.*

The Company, a privately held corporation headquartered in Cleveland, Ohio, is the largest integrated distributor of automotive aftermarket driveline solutions in the United States. Its primary business is to manufacture, remanufacture and distribute aftermarket

driveline replacement parts and components to the transmission repair and remanufacturing market. The Company is also a growing supplier of autobody refinishing products such as clear coats, paints, and primers, and is a manufacturer of air conditioning, cooling and power steering assemblies and components.

The Company was founded in 1975 in Cleveland, Ohio, as a supplier of products related to the transmission and drivetrain. The Company grew both organically and through acquisitions and capitalized on the opportunity created by technological innovation, driveline platform proliferation, and increasing transmission complexity to build an industry leading distribution platform. By 2006, the Company had grown to the largest distributor of automotive transmission parts with 34 locations across 23 states, Canada and Puerto Rico. In 2007, the Company acquired Axiom Automotive Technologies, which at the time was a top competitor. Through this acquisition, the Company firmly cemented itself as the market leader and created the only total driveline supplier in the industry.

On December 21, 2010, the Company was acquired from Linsalata Capital Partners by current majority equity holder Friedman Fleischer & Lowe LLC.

On February 28, 2014, the Company acquired ETX Holdings, Inc. and its subsidiaries (collectively, "**ETX**"). ETX's businesses include (i) supplying aftermarket transmission replacement parts, torque converters and complete transmissions, (ii) remanufacturing torque converters and air conditioning compressors, and (iii) manufacturing air conditioning, cooling and power steering assemblies and components. The ETX acquisition enhanced the scope of the Company's businesses and products and enhanced its capability as the complete aftermarket transmission solutions provider.

Today, the Company's expansive distribution network includes over seventy locations, and primarily serves customers throughout the United States, Canada and Puerto Rico as well as other customers throughout the world. Its primary end-customers include transmission repair shops, general repair shops, warehouse distributors, production rebuilders and automotive fleets.

3.2 *Products.*

The Company's business is the remanufacture, manufacture and distribution of certain automotive parts and products. The Company distributes its products through its over seventy distribution locations in the United States. Through non-debtor affiliates, the Company distributes certain of its products to customers in Canada and Puerto Rico, as well as other countries throughout the world. As discussed below, the Company has four key business segments: (i) the Transmission and Drivetrain Distribution Segment; (ii) the Manufacturing and Remanufacturing Segment; (iii) the Paint and Autobody Segment; and (iv) the High Performance Segment.

(a) The Transmission and Drivetrain Distribution Segment.

For over forty years, the Company has distributed transmission and drivetrain-related solutions to customers in the United States, Canada, and Puerto Rico, as well as various other countries around the world. The Company offers a comprehensive line of transmission and

drivetrain products, including automatic and standard transmission units, transmission rebuild kits and components, remanufactured torque converters, hard parts, valve bodies, differentials and transfer case kits and components. The Company's products include original equipment and aftermarket equipment (both new and remanufactured replacement parts). The Company also offers transmission and drivetrain parts programs for automotive retailers, buying groups and traditional warehouse distributors, which allows such customers to customize their transmission and drivetrain purchasing from the Company's catalog of thousands of different parts.

The Company's flagship product is its transmission rebuilder kits, which are designed in various configurations, effectively providing the customer with convenient, pre-packaged kits with all of the soft parts necessary to rebuild a particular transmission model. As part of a critical link in the supply chain, the Company consolidates approximately 45 parts from about a dozen different suppliers to create a typical repair kit, which offers a single OEM-quality product solution for all high fail items within a transmission. The Company's driveline segment also remanufactures torque converters, hard parts, and standard transmission units which are sold through the Company's expansive distribution network.

The Company has the industry's broadest transmission and drivetrain product line, offering over 47,000 SKUs, including rebuilder kits, replacement soft parts, torque converters, remanufactured transmission units, differentials, gears, shafts, bearings, seals, clutch kits, flywheels and synchronizer assemblies. The Company's products are marketed through various brands including Transtar, Recon, DACCO, Axiom Automotive Technologies, King-O-Matic, Pro-King and Nickels Performance.

(b) Manufacturing and Remanufacturing Segment.

The Company's acquisition of ETX in 2014 expanded its automotive parts remanufacturing business. ETX itself is a holding company which was established to acquire certain automotive companies: Alma Products Company, ATCO Products, Inc., and DACCO, Inc. These ETX companies have a wide range of product offerings, some of which were integrated into the Transtar brand, while others continue to be operated under the Alma Products, ATCO, and DACCO brands.

DACCO is based in Cookeville, Tennessee. Prior to the ETX acquisition, DACCO had dozens of locations throughout the country and was a full line supplier of transmission parts, including torque converters, hard parts, soft parts, electronics and complete transmissions. The DACCO business was merged into the Transtar brand, although the Company still sells DACCO branded torque converters. Transtar is now the leading remanufacturer of torque converters in the industry.

Alma Products is based in Alma, Michigan and manufactures and remanufactures a number of different product lines for the automotive market, including air conditioning compressors, torque converters, clutch and disc assemblies and transmissions.

ATCO Products is based in Ferris, Texas and is primarily a supplier of mobile air conditioning components for the OEM specialty and replacement parts markets. Its product lines

include accumulators and driers, hose assemblies, crimpers and tools, crimp measure calipers, refrigerant fittings, thermal expansion valves and evaporators.

Since the ETX transaction, the Company has manufactured various products for the automotive aftermarket, including drivetrain components, clutch and disc assemblies, and air conditioning components for original manufacturers, and has remanufactured torque converters, transmissions, a variety of hard parts for transmissions, and air conditioning components. This internal manufacturing and remanufacturing capability provides the Company with certain supply chains of parts for its sale and distribution of automotive products to its customers.

(c) Paint and Autobody Segment.

Through Transtar Autobody Technologies, the Company also produces an extensive line of products for automotive repair, refinish and detail. Specifically, the Company manufactures and distributes a wide variety of repair and refinish products targeted to professional aftermarket automotive refinishers and autobody repair shops. The Company provides a full line of value-priced auto body solutions, offering an attractive alternative to the premium priced products provided by its larger competitors in the paint and body supplies sector. These products are offered through national network of jobbers, warehouse distributors, and automotive retail chains—ultimately reaching tens of thousands of autobody shops across the country. Examples of these product offerings include a wide variety of clear and color coatings, primers, adhesives, sealants, and plastic repair and refinish products.

This business segment broadly competes with original equipment manufacturers as well as various aftermarket competitors. This business segment positions itself as an alternative to its larger competitors by providing similar quality products but at a more attractive price.

(d) High Performance Segment

The Company also is a full-line wholesale distributor of high performance automotive parts and accessories for drag racing, circle track racing, street performance and muscle car restoration. Specifically, the Company distributes high performance engine enhancement components for both professional and enthusiast race car drivers. This segment focuses on supplying speed shops and individuals looking to rebuild or improve the engine performance of race cars. Positioned as a regional distributor, the Company's high performance segment competes with large national competitors. A key competitive advantage that the Company's high performance segment has over its larger competitors is the strength of its sales force, which is made up of racing enthusiasts, race car owners and drivers and is known as the most knowledgeable sales force in the performance industry and can offer customers the benefit of their real-world experience.

3.3 ***Facilities.***

The Company maintains over seventy local branch locations, four manufacturing and production facilities (in Alma, Michigan; Brighton, Michigan; Cookeville, Tennessee; and Ferris, Texas), and four regional distribution centers throughout the United States, Canada and Puerto Rico.

3.4 ***Employees.***

As of the Petition Date, the Company employs approximately 2,000 full-time employees and 50 part-time employees in the United States, and approximately 100 full-time employees in Canada and Puerto Rico. Approximately 30% of the Company's employees are members of one of two unions which have entered into collective bargaining agreements with certain Debtors: (a) the Local 2-540 of the United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service International Union (the "**Local 2-540 CBA**") and (b) the Local 2409 of the International Union of the United Automobile, Aerospace and Agricultural Implement Workers of America (the "**Local 2409 CBA**"). The Local 2-540 CBA has been effective since July 28, 2014 and is currently scheduled to expire on April 30, 2018. The Local 2409 CBA has been effective since March 18, 2014 and is currently scheduled to expire on March 19, 2018.

3.5 ***The Company's Capital Structure.***

(a) First Lien Credit Facility.

The Company is a borrower under (a) a $50 million revolving credit facility, including a $5 million swing line loan sub-facility and a $5 million letter of credit sub-facility (collectively, the "**First Lien Revolving Credit Facility**") and (b) a $370 million term loan facility (the "**First Lien Term Loan Facility**," and, together with the Revolving Facility, the "**First Lien Credit Facility**"), each pursuant to that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as amended, supplemented or otherwise modified from time to time), by and among Speedstar and Transtar, as borrowers; the other Debtors, as guarantors; the lenders party thereto from time to time and Royal Bank of Canada, as administrative agent and collateral agent (the "**First Lien Credit Agreement**")

As of the date hereof, there is approximately $358 million in principal outstanding and $18.3 in accrued but unpaid interest outstanding under the First Lien Term Loan Facility and $45.8 million in principal and $2.2 million in accrued but unpaid interest outstanding under the Revolving Facility, as well as $3.9 million in issued and outstanding letters of credit. The First Lien Credit Agreement provides for maturity dates for the Revolving Facility of October 9, 2017 and for the First Lien Term Loan Facility of October 9, 2018.

The indebtedness under the First Lien Credit Facility is secured by a first priority security interest in substantially all of the assets of Speedstar, Transtar and the subsidiary guarantors.

(b) Second Lien Term Loan Facility.

The Company is also a borrower under a $170 million term loan facility (the "**Second Lien Term Loan Facility**"), pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (as amended, supplemented or otherwise modified from time to time), by and among Speedstar and Transtar, as borrowers; the other Debtors, as guarantors; the lenders party thereto from time to time and Royal Bank of Canada, as administrative agent and collateral agent (the "**Second Lien Credit Agreement**").

As of the date hereof, there is approximately $170 million in principal outstanding and $13.2 million in accrued but unpaid interest under the Second Lien Term Loan Facility. The Second Lien Credit Agreement provides for a maturity date for the Second Lien Term Loan Facility of October 9, 2019.

The indebtedness under the Second Lien Term Loan Facility is secured by a second priority security interest in substantially all of the assets of Speedstar, Transtar and the subsidiary guarantors.

(c) Equity Ownership.

The Company's outstanding capital stock consists of approximately 1,772,049 outstanding shares of common stock. There is no established public trading market for the Company's outstanding capital stock.

Friedman Fleisher & Lowe LLC, through various of its affiliates, owns approximately 93.6% of the outstanding common equity interests in the Company. G.E. Capital Corporation owns approximately 0.4% of the outstanding common equity interests, and the remainder is held by certain current or former employees, officers or directors of the Company.

ARTICLE IV.

EVENTS LEADING TO CHAPTER 11 CASES

Due to, among other things, higher than anticipated difficulty related to the integration of the newly-acquired ETX's businesses, the Company significantly underperformed in 2015. This underperformance is evidenced by a 2015 Consolidated EBITDA decline of 22% on a year over year basis and subsequent decline in last twelve month revenue of 2.8% for the end of the first quarter of 2016. This decline in revenue and earnings gave rise to a liquidity crisis at the Company, as well as to defaults of the financial covenants set forth in the First Lien Credit Agreement and Second Lien Credit Agreement.

Due in part to this weak financial performance, the Company began contemplating some type of corporate reorganization. In January, 2016, the Company retained FTI Consulting, Inc. ("**FTI**") as its financial advisor, and in March, 2016, the Company retained Ducera Partners LLC ("**Ducera**") as its investment banker, each to assist the Company with respect to a refinancing or restructuring transaction and other strategic alternatives.

Beginning in the first quarter of 2016, the Company and its equity sponsor engaged in discussions with ad hoc committees of lenders under the First Lien Credit Facility and the Second Lien Term Loan Facility. Certain of the Company's lenders entered into forbearance agreements with the Company, which were extended multiple times, to facilitate restructuring negotiations which took place throughout the second, third and fourth quarters of 2016. When it became clear that an out-of-court restructuring was not feasible, the Debtors determined that seeking a reorganization of their operations under chapter 11 protection would be in the best long-term interests of the Debtors and their stakeholders.

After good-faith, arm's-length negotiations, on November 13, 2016, the Company reached an agreement (as amended and restated on November 18, 2016, and as it may be further amended, the "**Restructuring Support Agreement**") with the Consenting First Lien Lenders, who as of the date hereof hold approximately 98.8% of the aggregate principal amount of the outstanding debt under the First Lien Credit Agreement.

Pursuant to the Restructuring Support Agreement, the Consenting First Lien Lenders have agreed to, among other things, vote all of their Claims in favor of the Plan. Each of the parties to the Restructuring Support Agreement agreed to support the terms of the Plan and to take all reasonable actions necessary and appropriate to consummate the Plan in a timely manner, so long as the Restructuring Support Agreement has not yet been terminated. The Restructuring Support Agreement contains certain restructuring milestones relating to the Company's potential bankruptcy cases, including, without limitation, that prior to a date that is thirty-five (35) business days after the Petition Date, the Bankruptcy Court has entered the Confirmation Order, and that prior to a date that is fifty (50) business days after the Petition Date, the Plan is consummated.

Each of the parties to the Restructuring Support Agreement has agreed that, unless the Restructuring Support Agreement is terminated in accordance with the terms thereof, it will not take any action that is inconsistent with, or that would materially delay or impede approval, confirmation or consummation of the Plan, and not directly or indirectly propose, support, solicit, encourage or participate in the formulation of any restructuring for the Debtors other than the Plan.

Nothing in the Restructuring Support Agreement shall require the Company or its board of directors to breach any fiduciary obligations it has under applicable law, and to the extent that such fiduciary obligations require the Company or its board of directors to terminate its obligations under the Restructuring Support Agreement, it may do so without incurring any liability to the Consenting First Lien Lenders, provided, that the Company will not review or discuss proposals from third parties or terminate the Restructuring Support Agreement on account of its fiduciary obligations for fourteen (14) days following execution of the Restructuring Support Agreement.

ARTICLE V.

REASONS FOR THE SOLICITATION

Chapter 11 of the Bankruptcy Code provides that unless the terms of section 1129(b) of the Bankruptcy Code are satisfied, for the Bankruptcy Court to confirm the Plan, the holders of Claims in each Class of impaired Claims entitled to vote on the Plan must accept the Plan by the requisite majorities set forth in the Bankruptcy Code. An impaired Class of Claims shall have accepted the Plan if (a) the holders of at least two-thirds (2/3) in dollar amount of the Claims in such Class actually voting on the Plan have voted to accept it, and (b) more than one-half (1/2) in number of the holders of Claims in such Class actually voting on the Plan have voted to accept it (such votes, the "**Requisite Acceptances**").

In light of the significant benefits to be attained by the Debtors and their creditors if the transactions contemplated by the Plan are consummated, the Debtors recommend that all holders of Claims entitled to vote to accept the Plan do so. The Debtors reached this decision after considering available alternatives to the Plan and their likely effect on the Debtors' business operations, creditors, and shareholders. These alternatives included alternative restructuring options under chapter 11 of the Bankruptcy Code and liquidation of the Debtors under chapter 7 of the Bankruptcy Code. The Debtors determined, after consulting with their legal and financial advisors, that the Plan, if consummated, will maximize the value of their estates for all stakeholders, as compared to any other chapter 11 reorganization strategy or a liquidation under chapter 7. For all of these reasons, the Debtors support the Plan and urge the holders of Claims entitled to vote on the Plan to accept and support it. The Consenting First Lien Lenders also support confirmation of the Plan.

ARTICLE VI.

THE PLAN

6.1 *Anticipated Events in a Chapter 11 Case.*

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Pursuant to chapter 11, a debtor may remain in possession of its assets, continue to manage its business and attempt to reorganize its business for the benefit of the debtor, its creditors and other parties-in-interest. The commencement of a chapter 11 case creates an estate comprising all the legal and equitable interests of a debtor in its property as of the date the petition is filed. Sections 1107 and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession," unless the Bankruptcy Court orders the appointment of a trustee. The commencement of a chapter 11 case also triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides, among other things, for an automatic stay of all attempts to collect prepetition claims from the debtor or otherwise interfere with its property or business. Except as otherwise ordered by the Bankruptcy Court, the automatic stay generally remains in full force and effect until confirmation of a plan of reorganization.

Pursuant to section 1102 of the Bankruptcy Code, upon the commencement of a chapter 11 case, the Office of the United States Trustee (the "**U.S. Trustee**") is required to appoint a committee of creditors holding unsecured claims and may appoint additional committees of creditors or of equity security holders as the U.S. Trustee deems appropriate.

Pursuant to section 1103 of the Bankruptcy Code, a committee appointed under section 1102 of the Bankruptcy Code may:

- consult with the trustee or debtor in possession concerning the administration of the chapter 11 case;
- investigate the acts, conduct, assets, liabilities and financial condition of the debtor, the operation of the debtor's business and the desirability of the

continuance of such business and any other matter relevant to the case or to the formulation of a plan;

- participate in the formulation of a plan, advise those represented by such committee of such committee's determinations as to any plan formulated and collect and file with the court acceptances or rejections of a plan;

- request the appointment of a trustee or examiner under section 1104 of the Bankruptcy Code; and

- perform such other services as are in the interest of those represented by the committee.

Furthermore, pursuant to section 1109(b) of the Bankruptcy Code, upon the commencement of the chapter 11 case, any party-in-interest, including the debtor, a creditors' committee, an equity security holders' committee, a creditor, an equity security holder or any indenture trustee may raise and may appear and be heard on any issue in the chapter 11 case.

6.2 ***Summary of Distributions under the Plan.***

If the Plan is confirmed by the Bankruptcy Court, each holder of an Allowed Claim or Allowed Interest in a particular Class will receive the same treatment as the other holders in the same Class of Claims or Interests, whether or not such holder voted to accept the Plan, unless such holder agrees to accept less favorable treatment by settlement or otherwise. Moreover, upon confirmation, the Plan will be binding on all of the Debtors' creditors and equity holders regardless of whether such creditors or equity holders voted to accept the Plan. Such treatment will be in full satisfaction, release and discharge of and in exchange for such holder's Claims against, or Interests in, the Debtors, except as otherwise provided in the Plan.

(a) Treatment of Unclassified Claims.

The Bankruptcy Code does not require classification of certain priority claims against a debtor. In this case, these unclassified claims include DIP Claims, Administrative Claims, Priority Tax Claims and Fee Claims as set forth below.

(1) DIP Claims.

Under the Plan, DIP Claims include any Claim of a DIP Lender in respect of the obligations of the Debtors arising under the DIP Facility. The DIP Claims shall be deemed to be Allowed Claims under the Plan. In full satisfaction, settlement, release and discharge of the Allowed DIP Claims, on the Effective Date, all Allowed DIP Claims shall be paid in full in Cash or refinanced by and with the proceeds of the Senior Exit Facility. Upon payment and satisfaction in full of all Allowed DIP Claims, all liens and security interests granted to secure such obligations, whether Claims in the Reorganization Cases or otherwise, shall be terminated and of no further force or effect. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and liens available pursuant to the DIP Facility and the DIP Order.

(2) Administrative Claims.

Under the Plan, Administrative Claims include any Claim, other than a Fee Claim, a claim for payment of U.S. Trustee Fees or a DIP Claim, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the business of the Debtors (such as wages, salaries or commissions for services rendered). Each holder of an Allowed Administrative Claim shall be paid 100% of the unpaid Allowed amount of such Claim in Cash on the Distribution Date. Notwithstanding the immediately preceding sentence, Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims. Notwithstanding the foregoing, the holder of an Allowed Administrative Claim may receive such other, less favorable treatment as may be agreed upon by the claimant and the Debtors or Reorganized Debtors.

(3) Priority Tax Claims.

Under the Plan, Priority Tax Claims include any Claim by a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code. Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

(4) Fee Claims.

Under the Plan, Fee Claims include any Claim by a Professional Person (other than an ordinary course professional retained pursuant to an order of the Bankruptcy Court) for compensation or reimbursement pursuant to section 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases, and a claim by a member of the Creditors' Committee, if any, arising under section 503(b)(3)(F) of the Bankruptcy Code. A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 2.5 of the Plan shall be payable by the Reorganized Debtors to the extent approved by a Final Order. Prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors estimates of any accrued but unpaid Fee Claims (collectively, the "***Estimated Fee Claims***"). On the Effective Date, the Debtors or Reorganized Debtors shall reserve and hold in an account Cash in an amount equal to the aggregate amount of each unpaid Estimated Fee Claim as of the Effective Date (minus any unapplied retainers). Such Cash shall be disbursed solely to the holders of Allowed Fee Claims as soon as reasonably practicable after a Fee Claim becomes an Allowed Claim. Upon payment of Allowed Fee Claims, Cash remaining in such account shall be reserved until all other applicable Allowed Fee Claims have been paid in full or all remaining applicable Fee Claims have been Disallowed or not otherwise permitted by Final Order, at which time any remaining Cash held in reserve with respect to the Estimated Fee Claims shall become the sole and exclusive property of the Reorganized Debtors. In the event that the aggregate amount of the Estimated Fee Claims is less than the aggregate amount of the Allowed Fee Claims, the Debtors or the Reorganized Debtors shall nonetheless be required to satisfy each

Allowed Fee Claim in full, in Cash as soon as reasonably practicable after such Fee Claim becomes an Allowed Claim.

(b) Treatment of Classified Claims.

The following describes the Plan's classification of the Claims and Interests that are required to be classified under the Bankruptcy Code and the treatment each holder of Allowed Claims or Allowed Interests will receive for such Claims or Interests:

(1) Class 1—First Lien Credit Agreement Claims.

The Claims in Class 1 consist of any Claim arising under the First Lien Credit Agreement, including any First Lien Revolving Facility Claim and First Lien Term Loan Claim.

Treatment: In full and final satisfaction of each Allowed First Lien Credit Agreement Claim, on the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 of the Plan), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) one hundred percent (100%) of the New Common Stock of Reorganized Speedstar and (b) 100% of the New PIK Notes (in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution) as payment in full, and in full and final satisfaction of, its Pro Rata share of $224,600,000 of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of $1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the avoidance of doubt, shall be $200,000,000 (the "**Remaining Term Loans**"), as amended pursuant to the First Lien Credit Agreement Amendment.

Voting: Class 1 is Impaired. Therefore, holders of Allowed First Lien Credit Agreement Claims are entitled to vote to accept or reject by the Plan.

(2) Class 2—Other Secured Claims.

The Claims in Class 2 consist of any Secured Claim other than a DIP Claim, a First Lien Credit Agreement Claim or an Intercompany Claim. For the avoidance of doubt, no Second Lien Credit Agreement Claim shall constitute an Other Secured Claim.

Treatment: The legal, equitable, and contractual rights of holders of Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Secured Claim in the ordinary course of business.

Voting: Class 2 is not Impaired by the Plan and each holder of an Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the

Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

(3) Class 3—Other Priority Claims.

The Claims in Class 3 consist of any Claim entitled to priority pursuant to section 507(a) or 507(b) of the Bankruptcy Code, other than: (i) an Administrative Claim; (ii) a Priority Tax Claim; (iii) a Fee Claim; (iv) a DIP Claim; or (v) any Claim for "adequate protection" of the security interests of holders of First Lien Credit Agreement Claims or other payments authorized pursuant to the terms of the DIP Order.

Treatment: The legal, equitable, and contractual rights of holders of Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Priority Claim in the ordinary course of business.

Voting: Class 3 is not Impaired by the Plan and each holder of an Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Plan.

(4) Class 4—General Unsecured Claims.

The Claims in Class 4 consist of any Claim that is not: (a) an Administrative Claim, (b) an Other Priority Claim, (c) a Priority Tax Claim, (d) a claim for U.S. Trustee Fees, (e) an Other Secured Claim, (f) a DIP Claim, (g) a First Lien Credit Agreement Claim, (h) a Fee Claim or (i) an Intercompany Claim. For the avoidance of doubt, all Second Lien Credit Agreement Claims are General Unsecured Claims.

Treatment: Except to the extent that a holder of a General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of General Unsecured Claims shall receive their Pro Rata share of $500,000; provided that holders of Ordinary Course General Unsecured Claims who elect to continue providing goods or services pursuant to a Continuing Creditor Election shall be unimpaired.

Voting: Class 4 is Impaired, and the Debtors have deemed Class 4 to reject the Plan. Therefore, holders of General Unsecured Claims are not entitled to vote to accept or reject the Plan.

(5) Class 5—Intercompany Claims.

The Claims in Class 5 consist of any Claims (including an Administrative Claim), cause of action, or remedy held by a Debtor against another Debtor.

Treatment: Each Intercompany Claim shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.

Voting: Class 5 is not Impaired by the Plan and each holder of an Intercompany Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

(6) Class 6—Intercompany Interests.

Class 6 consists of all Interests, other than Existing Interests, in a Debtor held by another Debtor.

Treatment: Intercompany Interests shall be either Reinstated or cancelled in the Reorganized Debtors' discretion.

Voting: Class 6 is not Impaired by the Plan and each holder of an Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

(7) Class 7—Existing Interests.

Class 7 consists of all existing interests in Speedstar issued and outstanding immediately prior to the Effective Date.

Treatment: On the Effective Date, or as soon thereafter as is practicable, the Existing Interests shall be cancelled and the holders thereof shall not receive or retain any distribution under the Plan on account of such Existing Interests.

Voting: Class 7 is impaired by the Plan and shall receive no distribution under the Plan, and each holder of an Existing Interest is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Existing Interests are not entitled to vote to accept or reject the Plan.

6.3 *Settlement.*

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, all claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against any Released Party, or holders of Claims, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, creditors and other parties in interest, and are fair, equitable and within the range of reasonableness. The provisions of the Plan, including, without limitation, its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

6.4 *Capital Structure of the Reorganized Debtors Following the Consummation of the Plan.*

The following section summarizes the capital structure of the Reorganized Debtors, including the post-Effective Date arrangements the Reorganized Debtors expect to enter into to fund their obligations under the Plan and provide for their post-Effective Date working capital needs. The summary of the Reorganized Debtors' capital structure is qualified in its entirety by reference to the Plan.

(a) The Senior Exit Facility.

On the Effective Date, the Senior Exit Facility Lenders and the Debtors shall enter into the Senior Exit Facility Credit Agreement, and the Senior Exit Facility Lenders shall receive, on a Pro Rata basis, the Senior Exit Facility Distribution. The Senior Exit Facility Credit Agreement shall, inter alia, permit the use of proceeds of the Senior Exit Facility to cash collateralize issued and undrawn letters of credit and to pay DIP Claims. The Senior Exit Facility shall be senior in all respects to the Remaining Term Loans and subject to the New Intercreditor Agreement.

(b) The First Lien Credit Agreement Amendment.[3]

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "**Converted Term Loan Claims**"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 of the Plan), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

The primary terms of the First Lien Credit Agreement Amendment are set forth in the restructuring term sheet which is attached as Exhibit A to the Restructuring Support Agreement, which is attached hereto as Exhibit 2 (the "**Restructuring Term Sheet**").

The First Lien Credit Agreement Amendment also sets forth certain other amendments to the First Lien Credit Agreement, including:[4]

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[3] Any terms used but not defined herein shall have the meaning ascribed to such terms in the First Lien Credit Agreement or the First Lien Credit Agreement Amendment.

[4] All descriptions of the First Lien Credit Agreement Amendment in this Disclosure Statement are intended for summary purposes only. Should there be any discrepancy between this section and the First Lien Credit Agreement Amendment, the First Lien Credit Agreement Amendment shall control.

- Extending the maturity date of the First Lien Term Loan Facility to five (5) years from the Effective Date;

- Setting the interest rate of the First Lien Term Loan Facility to LIBOR + 425 bps (with a 125 bps floor);

- The waiver of any and all existing defaults under the First Lien Credit Agreement;

- The waiver of the testing of the financial covenant set forth in the First Lien Credit Agreement for the first twelve (12) fiscal quarters after the Effective Date and adjustment of the financial covenant test and financial covenant levels going forward;

- A cap on certain adjustments permitted to be made to Consolidated EBITDA under the First Lien Credit Agreement;

- The Loan Parties shall covenant that they shall not permit Liquidity as of any date to be less than $5,000,000, to be tested and reported every other week, on the third Business Day of such week. The Loan Parties shall be in compliance with such covenant at all times;

- An increase of the initial Excess Cash Flow percentage that must be used to prepay the First Lien Term Loans to 75% in the event the Total Leverage Ratio is greater than or equal to 6.0x, with a step-down to 50% if the Total Leverage Ratio is below 6.0x and above 5.0x, and a further step-down to 0% if the Total Leverage Ratio is less than 5.0x; and

- Certain additional reporting requirements, as described more fully in the First Lien Credit Agreement Amendment.

(c) The New PIK Notes.

On the Effective Date, Reorganized Speedstar shall issue the New PIK Notes. The New PIK Notes shall, *inter alia,* (i) have a maturity date which is five (5) years from the Effective Date, (ii) be prepayable in whole or in part upon certain conditions in the New PIK Notes , (iii) bear an interest rate of 8.75% per annum, which interest shall be payable semi-annually and 7.75% of such interest shall be payable-in-kind, and 1.00% of such interest shall be payable in Cash; and (iv) be convertible, at each holder's option, to New Common Stock at the conversion price of 112.5% of the price of the New Common Stock as of the Effective Date.

(d) Authorization and Issuance of New Common Stock.

As of the Effective Date, Reorganized Speedstar shall authorize and issue the New Common Stock, which shall be distributed to the First Lien Lenders on account of the First Lien Credit Agreement Claims and the Senior Exit Facility Lenders under the Senior Exit Facility. The New Common Stock shall represent one hundred percent (100%) of the common stock of Reorganized Speedstar outstanding on the Effective Date, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution.

(e) New Stockholders Agreement.

On and as of the Effective Date, Reorganized Speedstar shall enter into and deliver the New Stockholders Agreement to each entity that is intended to be a party thereto and such agreement shall be deemed to be valid, binding and enforceable in accordance with its terms, and each party thereto shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized Speedstar.

(f) Acceptance or Rejection of the Plan; Effect of Rejection by One or More Classes of Claims or Interests.

Class Acceptance Requirement

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of holders of the Allowed Claims in such Class that have voted on the Plan.

Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown."

Because Classes 4 and 7 are deemed to have rejected the Plan, the Debtors will request confirmation of the Plan, as it may be modified and amended from time to time, under section 1129(b) of the Bankruptcy Code with respect to such Classes. Subject to Section 13.5 of the Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw the Plan or any Plan Document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary. Subject to Section 13.5 of the Plan, the Debtors also reserve the right to request confirmation of the Plan, as it may be modified, supplemented or amended from time to time, with respect to any Class that affirmatively votes to reject the Plan.

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 as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

6.5 ***Means for Implementation.***

(a) Restructuring Transaction.

On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions (collectively, the "**Restructuring Transaction**"):

- pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges, and other Interests, except as provided in the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New Intercreditor Agreement, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

- certificates of incorporation and by-laws of the Reorganized Debtors, in form and substance satisfactory to the Majority Consenting Lenders, shall be amended and restated as necessary to effectuate the terms of the Plan and if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors, each in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders, shall be entered into as necessary to effectuate the terms of the Plan;

- Reorganized Speedstar shall issue the New Common Stock pursuant to the terms of the Plan and enter into the New Stockholders Agreement;

- Reorganized Speedstar shall issue the New PIK Notes;

- the Debtors shall consummate the Plan by: (i) making Distributions of the New Common Stock and New PIK Notes to the First Lien Lenders; (ii) paying all DIP Claims in full in Cash or refinancing such Claims pursuant to the Senior Exit Facility; (iii) entering into the First Lien Credit Agreement Amendment; (iv) entering into the Senior Exit Facility; (v) entering into the New Intercreditor Agreement; (vi) making Cash distributions to holders of General Unsecured Claims and (vii) making the Senior Exit Facility Distribution; and

- the releases provided for in the Plan, which are an essential element of the Restructuring Transaction, shall become effective.

(b) Option of Conversion of Corporate Form.

If agreed upon by the Debtors and Majority Consenting Lenders prior to the Effective Date (the "***Corporate Form Election***"), the corporate form of some or all of the Debtors shall be converted from corporations to limited liability companies or limited partnerships on the Effective Date (the "***Corporate Conversion***"). In the event of a Corporate Form Election, on the Effective Date, the applicable Debtors shall be converted, merged or otherwise reorganized into limited liability companies or limited partnerships, as the case may be, and the membership interests or partnership interests in each Reorganized Debtor, as the case

may be, shall be issued. In the event that a Corporate Form Election is made with respect to Reorganized Speedstar, all references herein to the New Common Stock shall be treated as references to the membership interests or partnership interests, as the case may be, in Reorganized Speedstar, which shall have substantially equivalent terms to those provided for the New Common Stock in the Plan.

(c) Plan Funding.

The Distributions to be made in Cash under the terms of the Plan shall be funded from the Debtors' Cash on hand as of the Effective Date and the proceeds of the Senior Exit Facility.

(d) Corporate Action.

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation, operating agreements or limited partnership agreements, as applicable, of each Reorganized Debtor shall, *inter alia,* prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation, limited partnership agreements and by-laws of each Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company, partnership or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, partners, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to enter into the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New PIK Notes, the New Stockholders Agreement, the New Intercreditor Agreement, and any other Plan Document, as applicable, issue the New Common Stock, New PIK Notes and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents necessary or advisable to consummate the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including without limitation, the specific acts or actions or documents or instruments identified in Article VIII of the Plan, and no board, member, partner or shareholder vote shall be required with respect thereto.

(e) Effectuating Documents and Further Transactions.

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the

Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

(f) Directors of the Reorganized Debtors.

As of the Effective Date, the New Board shall consist of the individuals identified in the Plan Supplement.

The Debtors will disclose in the Plan Supplement, before the hearing on the confirmation of the Plan, such additional information as is necessary to satisfy section 1129(a)(5) of the Bankruptcy Code including (1) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors, and (2) the identity of any other insider that will be employed or retained by the Debtors and said insider's compensation.

(g) Management Incentive Plan.

On or around the Effective Date, Reorganized Speedstar and Reorganized Transtar shall adopt the Management Incentive Plan that shall provide its participants with: (a) 5 to 8% of the New Common Stock; and (b) 5 to 8% of the New PIK Notes, in each case subject to time and performance metrics as determined by the New Board.

(h) Certain Professional Fees.

The parties, including Speedstar, Transtar, each of the other Loan Parties (as such term is defined in the First Lien Credit Agreement), the First Lien Agent, the First Lien Lenders, the Majority Equity Holder, the DIP Agent, the DIP Lenders and each of their respective directors, officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, on the one hand, and Kaye Scholer LLP and CDG Group, LLC, on the other hand, shall provide each other mutual general releases of all claims and causes of action; provided, however, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party. In exchange, the Company shall pay up to $1.25 million to Kaye Scholer LLP and CDG Group, LLC, collectively, in respect of fees and expenses incurred up to the date hereof and hereafter by such professionals in connection with their representation of certain First Lien Lenders, the First Lien Agent and/or any other party in connection with the Restructuring Transaction.

(i) General Distribution Mechanics.

Disbursing Agent. On or after the Effective Date, all Distributions under the Plan shall be made by the Disbursing Agent.

(i) The Disbursing Agent shall be empowered to: (i) effectuate all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable Distributions or payments contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv)

exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(ii) Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, with the consent of the Majority Consenting Lenders, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Distributions made to holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and the Majority Consenting Lenders and without the need for approval by the Bankruptcy Court, as set forth in Section 3.2(b) of the Plan. In the event that the applicable Disbursing Agent, the Reorganized Debtors and the Majority Consenting Lenders are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(iii) The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

(iv) The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 8.8 of the Plan.

Distributions on Account of Allowed Claims Only. Notwithstanding anything herein to the contrary, no Distribution shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

No Recourse. Except with respect to Claims which are Reinstated, no claimant shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to the enforcement of rights or Distributions under the Plan.

Method of Cash Distributions. Any Cash payment to be made pursuant to the Plan will be made on the applicable Distribution Date in U.S. dollars and may be made by draft, check, or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

Distributions on Non-Business Days. Any payment or Distribution due on a day other than a Business Day may be made, without interest, on the next Business Day.

Distribution Record Date. As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and unexpired leases, neither the Debtors nor the Disbursing Agents hall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

Delivery of Distribution. Subject to the provisions contained in Article VIII of the Plan, the Disbursing Agent will make all Distributions or payments to any holder of an Allowed Claim as and when required by this Plan at: (a) the address of such holder on the books and records of the Debtors or their agents; or (b) at the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such holder without interest, provided, however, such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one (1) year after the Effective Date.

Satisfaction of Claims. Unless otherwise provided herein, any Distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

Manner of Payment Under Plan. Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Reorganized Debtors.

Fractional Shares/De Minimis Cash Distributions. Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a Distribution that is less than $50.00 in Cash. No fractional shares of New Common Stock shall be distributed. When any Distribution would otherwise result in the issuance of a number of shares of New Common Stock

that is not a whole number, the shares of the New Common Stock subject to such Distribution will be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than ½ will be rounded to the next higher whole number; and (ii) fractions less than ½ will be rounded to the next lower whole number. The total number of shares of New Common Stock to be distributed will be adjusted as necessary to account for the rounding provided for in this Plan. No consideration will be provided in lieu of fractional shares that are rounded down. Fractional shares of New Common Stock that are not distributed in accordance with Section 8.8(j) of the Plan shall be cancelled.

No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

Disputed Payments. If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any Distribution, the Reorganized Debtors may, in lieu of making such Distribution to such Person, make such Distribution into a segregated account until the disposition thereof shall be determined by Final Order or by written agreement among the interested parties.

(j) Withholding Taxes.

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Distributions under the Plan. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes.

(k) Exemption from Certain Transfer Taxes.

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code, any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, and the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, or ancillary documents, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

(l) Exemption from Securities Laws.

The issuance of the New Common Stock and the New PIK Notes pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

(m) Setoffs and Recoupments.

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights and causes of action that a Reorganized Debtor or its successor may possess against such holder.

(n) Insurance Preservation and Proceeds.

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors or any other Person.

(o) Solicitation of Debtors.

Notwithstanding anything to the contrary in the Plan, each Debtor that would otherwise be entitled to vote to accept or reject the Plan as a holder of a Claim against or Interest in another Debtor shall not be solicited for voting purposes, and such Debtor will be deemed to have voted to accept the Plan.

(p) The First Lien Credit Agreement Amendment.

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "**Converted Term Loan Claims**"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided, that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 of the Plan), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

(q) The Senior Exit Facility.

On the Effective Date, the Senior Exit Facility Lenders and the Debtors shall enter into the Senior Exit Facility Credit Agreement, and the Senior Exit Facility Lenders shall receive, on a Pro Rata basis, the Senior Exit Facility Distribution. The Senior Exit Facility Credit Agreement shall, *inter alia*, permit the use of proceeds of the Senior Exit Facility to cash collateralize issued and undrawn letters of credit and to pay DIP Claims. The Senior Exit

Facility shall be senior in all respects to the Remaining Term Loans and subject to the New Intercreditor Agreement.

(r) The New PIK Notes

On the Effective Date, Reorganized Speedstar shall issue the New PIK Notes. The New PIK Notes shall, *inter alia*¸ (i) have a maturity date which is five (5) years from the Effective Date, (ii) be prepayable in whole or in part upon certain conditions in the New PIK Notes , (iii) bear an interest rate of 8.75% per annum, which interest shall be payable semi-annually and 7.75% of such interest shall be payable-in-kind, and 1.00% of such interest shall be payable in Cash; and (iv) be convertible, at each holder's option, to New Common Stock at the conversion price of 112.5% of the price of the New Common Stock as of the Effective Date.

(s) The Majority Equity Holder Contribution and Majority Equity Holder Release.

The Majority Equity Holder shall provide the Majority Equity Holder Contribution to the Reorganized Debtors on or before seven (7) Business Days after the later of (i) the Confirmation Order becoming a Final Order and (ii) the Effective Date, subject to the terms of the Restructuring Support Agreement and its related exhibits. Effective only upon receipt by the Reorganized Debtors of the Majority Equity Holder Contribution, the Reorganized Debtors and the Releasing Parties shall grant the Majority Equity Holder a release of all claims and causes of action related to the Debtors, on the terms more specifically set forth in Section 9.4(b) and 9.4(c) of the Plan (the "***Majority Equity Holder Release***"). A condition precedent to the Majority Equity Holder providing the Majority Equity Holder Contribution pursuant to Section 8.19 of the Plan is that the Majority Equity Holder Release, as approved by the Bankruptcy Court in the Confirmation Order, must be in form and substance acceptable to the Majority Equity Holder in its sole discretion. In the event that the Majority Equity Holder does not timely make the Majority Equity Holder Contribution in accordance with Section 8.19 of the Plan, then the Majority Equity Holder shall be deemed not to be a Released Party under the Plan.

6.6 ***Effect of the Plan on Claims and Interests***

(a) Discharge.

Scope. Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in the Debtors, their assets or properties, which debts, Claims, liens, and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

Injunction. In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia,* acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

(b) Vesting and Retention of Causes of Action.

Except as otherwise provided in the Plan (including, but not limited to, Section 9.4 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders of certain Claims under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of Claims and Interests other than as provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan or by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce any claims, rights and Causes of Action that the Debtors or the Estates may hold. The Reorganized Debtors or any successor thereto may pursue those claims, rights and causes of action in accordance with what is in their best interests and in accordance with their fiduciary duties.

(c) Survival of Certain Indemnification Obligations.

The obligations of the Debtors to indemnify individuals who serve or served on or after the Petition Date as their respective directors, officers, agents, employees, representatives, and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes and preconfirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and Professional Persons retained by the Debtors, based upon any act or omission related to service with, for, or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan.

(d) Release, Injunction and Related Provisions.

A "***Released Party***" means each of, and solely in its capacity as such: (a) the Debtors and each of their non-Debtor direct or indirect subsidiaries; (b) the First Lien Credit Facility Agent; (c) the Consenting First Lien Lenders; (d) the Majority Equity Holder; (e) the DIP Lenders; (f) the DIP Agent; (g) the manager, management company or investment advisor of any of the foregoing; and (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

A "***Releasing Party***" means each of, and solely in its capacity as such: (a) the First Lien Credit Facility Agent; (b) the Consenting First Lien Lenders; (c) the Majority Equity Holder; (d) the DIP Lenders; (e) the DIP Agent; (f) any holder of a Claim who voted to accept the Plan; (g) any holder of a Claim who voted to reject the Plan but who affirmatively elected to provide releases by checking the appropriate box on the Ballot; (h) the manager, management company or investment advisor of any of the foregoing; and (i) with respect to the foregoing entities in clauses (a) through (h), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

Satisfaction of Claims and Interests. The treatment to be provided for respective Allowed Claims or Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release and discharge of such respective Claims or Interests.

Debtor Releases. *Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever, (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including, without limitation, the Plan Documents) delivered thereunder) whether liquidated or*

unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to Section 9.4(b) of the Plan, the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date , and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in Section 9.4(b) of the Plan be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

Releases by Holders of Claims and Interests. *Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, and the Plan Supplement and the contracts, instruments, releases, agreements and documents (including, without limitation, the Plan Documents) delivered under or in connection with the Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any*

Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, against any Released Party and its respective property, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in Section 9.4(c) of the Plan be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 9.4(b) and (c) of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein, (ii) in the best interests of the Debtors and all holders of Claims and Interests, (iii) fair, equitable, and reasonable, (iv) approved after due notice and opportunity for hearing, and (v) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property.

Notwithstanding anything to the contrary contained therein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained therein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising

under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (A) discharges, releases, or precludes any environmental liability that is not a claim (as that term is defined in the Bankruptcy Code), or any environmental claim (as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date; (B) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (C) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (D) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

Injunction. *Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after*

the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 9.4(b) or (c) of the Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (v) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 9.4(b) or (c) of the Plan.

Exculpation. *None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation and execution of the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including without limitation the New Common Stock, and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan or the restructuring of the Debtors except willful misconduct, intentional fraud or criminal conduct, each as determined by a Final Order. The Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of a Released Party, no attorney of any Released Party shall be released by the Debtors or the Reorganized Debtors.*

Injunction Related to Exculpation. *The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Plan.*

(e) Objections to Claims and Interests.

Unless otherwise ordered by the Bankruptcy Court, objections to Claims shall be filed and served on the applicable holder of such Claim not later than 120 days after the later to occur of: (a) the Effective Date; and (b) the filing of the relevant Claim. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (z) by first

class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn).

After the Confirmation Date, only the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without Bankruptcy Court approval. Any Claims filed after any Bar Date, if applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so.

(f) Amendments to Claims.

After the Confirmation Date, a Claim for which an applicable Bar Date, if any, has passed may not be filed or amended without the authorization of the Bankruptcy Court. Unless otherwise provided herein, or otherwise consented to by the Debtors or Reorganized Debtors, any Claim or amendment to a Claim, which Claim or amendment is filed after the Confirmation Date, shall be deemed Disallowed in full and expunged without any action by the Debtors or Reorganized Debtors, unless the holder of such Claim has obtained prior Bankruptcy Court authorization for such filing.

(g) Estimation of Claims.

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, any objecting party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another.

6.7 *Executory Contracts.*

(a) Executory Contracts and Unexpired Leases.

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement shall be deemed

rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in Section 10.1 of the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to Section 10.1 of the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

(b) Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as General Unsecured Claims, and shall not be entitled to make a Continuing Creditor Election. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.3(b) of the Plan, or pursuant to an order of the Bankruptcy Court).

(c) Cure.

At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (i) by payment of the default amount (the "**Cure Amount**") in Cash on or as soon as reasonably practicable after the later to occur of (A) thirty (30) days after the determination of the Cure Amount and (B) the Effective Date or such other date as may be set by the Bankruptcy Court; or (ii) on such other terms as agreed to by the Debtors or Reorganized Debtors and the non-Debtor party to such executory contract or unexpired lease.

In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the assumption of an executory contract or unexpired lease, the cure payment required by section 365(b)(1) of the Bankruptcy Code shall be made only following the entry of a Final Order resolving the Cure Dispute and approving the assumption of such executory contract or unexpired lease. If a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the subject contract or lease prior to resolution of the Cure Dispute, provided that the Debtors reserve Cash in an

amount sufficient to pay the full amount asserted by the non-Debtor party to the subject contract (or such other amount as may be fixed or estimated by the Bankruptcy Court). Such reserve may be in the form of a book entry and evergreen in nature. The Debtors or Reorganized Debtors shall have the right at any time to move to reject any executory contract or unexpired lease based upon the existence of a Cure Dispute.

(d) Compensation and Benefit Programs.

Except as otherwise expressly provided in the Plan, in a prior order of the Bankruptcy Court or to the extent subject to a motion pending before the Bankruptcy Court as of the Effective Date, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their respective employees and retirees including, without limitation, all savings plans, unfunded retirement plans, healthcare plans, disability plans, severance benefit plans, bonus plans, retention plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code.

All collective bargaining agreements to which one or more of the Debtors is a party shall be treated as executory contracts under the Plan and on the Effective Date will be assumed by the applicable Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

6.8 ***Conditions Precedent to Confirmation and Consummation of the Plan.***

(a) Conditions Precedent to Confirmation.

Confirmation of the Plan is subject to: (i) entry of the Confirmation Order which shall be in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder; and (ii) the Plan and Plan Documents having been filed in substantially final form prior to the Confirmation Hearing, which Plan and Plan Documents shall be in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

(b) Conditions to the Effective Date.

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

(a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders and, and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder; shall have been entered and shall have become a Final Order and remaining in full force and effect;

(b) the certificates of incorporation and by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders shall have been amended (and, to the extent necessary, filed with the appropriate state authorities) as necessary to effectuate the Plan;

(c) the New Board shall have been appointed;

(d) the Debtors shall have received all authorizations, consents, waivers, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan, and evidence thereof shall have been delivered to the Administrative Agents;

(e) the First Lien Credit Agreement Amendment shall have been executed and delivered;

(f) the amount of Trade Claims paid under the Plan or pursuant to any Bankruptcy Court order shall not exceed $41.36 million in the aggregate;

(g) the Debtors shall have delivered or caused to be delivered officer's certificates and legal opinions to the extent reasonably requested by, and in form and substance reasonably satisfactory to, the First Lien Credit Agreement Agent;

(h) the Debtors shall have entered into the Senior Exit Facility Credit Agreement, New PIK Notes and New Intercreditor Agreement;

(i) the Debtors shall, as of the Effective Date, repay in full all obligations outstanding under the DIP Facility;

(j) all other Plan Documents in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders required to be executed and delivered on or prior to the Effective Date shall have been executed and delivered, and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and shall be consistent in all respects with the Plan; and

(k) all of the Transaction Expenses, from and after the last invoice paid to the extent invoiced, shall have been paid in full and evidence of such payment shall have been received by the First Lien Credit Facility Agent.

(c) Waiver of Conditions Precedent.

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Majority Consenting Lenders (which consent shall not be unreasonably withheld or delayed), without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure to satisfy or waive any condition may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including, without

limitation, any act, action, failure to act or inaction by the Debtors). The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

(d) Effect of Non-Occurrence of the Conditions to Consummation.

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as is proposed by the Debtors and is reasonably approved by the Majority Consenting Lenders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party-in-interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims against or Interests in the Debtors; or (ii) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of the Bankruptcy Code.

(e) Withdrawal of Plan.

Subject to the reasonable consent of the Majority Consenting Lenders, which consent shall not be unreasonably withheld or delayed, the Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (i) nothing contained in the Plan shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (ii) the result shall be the same as if the Confirmation Order were not entered, the Plan was not filed and no actions were taken to effectuate it.

6.9 *Retention of Jurisdiction.*

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

6.10 *Retiree Benefits.*

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the

level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

6.11 ***Amendments.***

The Debtors may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements and each such modification is reasonably satisfactory to the Majority Consenting Lenders.

After the entry of the Confirmation Order, the Debtors may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing, and each such modification is reasonably satisfactory to the Majority Consenting Lenders. Any waiver under Section 10.3 of the Plan shall not be considered to be a modification of the Plan.

After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan in a way that materially and adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests actually voted in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

ARTICLE VII.

CONFIRMATION OF THE PLAN

7.1 ***Confirmation Hearing.***

Section 1128(a) of the Bankruptcy Code requires the bankruptcy court, after appropriate notice, to hold a hearing on confirmation of a plan of reorganization. The Debtors shall request that the that the Bankruptcy Court hold a hearing to consider confirmation of the Plan (the "**Confirmation Hearing**"), including a determination that the Plan solicitation was in compliance with any applicable nonbankruptcy law, rule or regulation governing the adequacy of disclosure or, if there is not any such law, rule or regulation, was made after disclosure of adequate information as defined in the Bankruptcy Code, upon such notice to parties-in-interest as is required by the Bankruptcy Code and the Bankruptcy Court. Bankruptcy Rule 2002(b) requires no less than 28 days' notice by mail of the time for filing objections to confirmation of

the Plan and of the time and place of the confirmation hearing, unless the Bankruptcy Court shortens or lengthens this period. Holders of impaired Claims, among others, will be provided notice by mail, or by publication if required by the Bankruptcy Court, of the date and time fixed by the Bankruptcy Court for the Confirmation Hearing.

Section 1128(b) of the Bankruptcy Code provides that any party-in-interest may object to confirmation of the Plan. The Bankruptcy Court will also establish procedures for the filing and service of objections to confirmation of the Plan. Such procedures will be described in the notice informing parties-in-interest of the time for filing objections to confirmation of the Plan.

ANY OBJECTIONS TO CONFIRMATION OF THE PLAN MUST BE FILED WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY RULES AND ANY PROCEDURES ESTABLISHED BY THE BANKRUPTCY COURT.

7.2 ***Confirmation.***

At the Confirmation Hearing, the Bankruptcy Court will determine whether the requirements of section 1129(a) of the Bankruptcy Code have been satisfied with respect to the Plan.

Confirmation of a chapter 11 plan under section 1129(a) of the Bankruptcy Code requires, among other things, that:

- the plan complies with the applicable provisions of the Bankruptcy Code;
- the proponent of the plan has complied with the applicable provisions of the Bankruptcy Code;
- the plan has been proposed in good faith and not by any means forbidden by law;
- any plan payment made or to be made by the proponent under the plan for services or for costs and expenses in, or in connection with, the chapter 11 case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable;
- the proponent has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in the plan with the debtor, or a successor to the debtor under the plan. The appointment to, or continuance in, such office by such individual must be consistent with the interests of creditors and equity security holders and with public policy and the proponent must have disclosed the identity of any insider that the

reorganized debtor will employ or retain, and the nature of any compensation for such insider;

- with respect to each impaired class of claims or interests, either each holder of a claim or interest of such class has accepted the plan, or will receive or retain under the plan, on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated on such date under chapter 7 of the Bankruptcy Code;

- subject to the "cramdown" provisions of section 1129(b) of the Bankruptcy Code, each class of claims or interests has either accepted the plan or is not impaired under the plan;

- except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that allowed administrative expenses and priority claims will be paid in full on the effective date (except that holders of priority tax claims may receive deferred Cash payments of a value, as of the effective date of the plan, equal to the allowed amounts of such claims and that holders of priority tax claims may receive on account of such claims deferred Cash payments, over a period not exceeding five years after the date of assessment of such claims, of a value, as of the effective date, equal to the allowed amount of such claims);

- if a class of claims is impaired, at least one (1) impaired class of claims has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim in such class; and

- confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

The Debtors believe that:

- the Plan satisfies all of the statutory requirements of chapter 11 of the Bankruptcy Code;

- the Debtors, as the proponents of the Plan, have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and

- the Plan has been proposed in good faith.

Set forth below is a summary of the relevant statutory confirmation requirements.

(1) Acceptance.

Claims in Class 1 are impaired under the Plan and are entitled to vote to accept or reject the Plan. Classes 2, 3, 5 and 6 are unimpaired and, therefore, are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

Classes 4 and 7 are deemed to reject the Plan and are not entitled to vote on the Plan.

The Debtors will also seek confirmation of the Plan over the objection of any individual holders of Claims or Interests who are members of an accepting Class.

(2) Unfair Discrimination and Fair and Equitable Test.

To obtain non-consensual confirmation of the Plan, it must be demonstrated to the Bankruptcy Court that the Plan is "fair and equitable" and "does not discriminate unfairly" with respect to each impaired, non-accepting Class. The Bankruptcy Code provides a non-exclusive definition of the phrase "fair and equitable" for, respectively, secured creditors, unsecured creditors and holders of equity interests. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the "absolute priority" rule, which requires that the dissenting class be paid in full before a junior class may receive anything under the plan.

A chapter 11 plan does not "discriminate unfairly" with respect to a non-accepting class if the value of the Cash and/or securities to be distributed to the non-accepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are the same as those of the non-accepting class.

(3) Feasibility; Financial Projections.

The Bankruptcy Code permits a plan to be confirmed only if confirmation is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Company has analyzed its ability to meet its obligations under the Plan. As part of this analysis, the Company has prepared projections of the financial performance of the Reorganized Debtors for each of the three fiscal years from 2016-2019 (the "**Financial Projections**"). The Financial Projections, and the assumptions on which they are based, are set forth in the Projected Financial Information contained in Exhibit 5 hereto.

The Financial Projections are based on the assumption that the Plan will be confirmed by the Bankruptcy Court and, for projection purposes, that the Effective Date under the Plan will occur in January, 2017.

THE PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. THE PROJECTIONS WERE PREPARED DURING SEPTEMBER 2016. WHILE THE DEBTORS BELIEVE THE ASSUMPTIONS UNDERLYING THE PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, WERE REASONABLE WHEN PREPARED IN

LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE PROJECTIONS WILL BE REALIZED. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE PROJECTIONS, AND DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE THESE FINANCIAL PROJECTIONS TO REFLECT NEW INFORMATION, FUTURE EVENTS OR OTHERWISE, EXCEPT AS MAY BE REQUIRED UNDER APPLICABLE LAW.

The Company prepared these Financial Projections based upon certain assumptions that it believes to be reasonable under the circumstances. Those assumptions considered to be significant are described in Exhibit 5. The Financial Projections have not been examined or compiled by independent accountants. Moreover, such information is not prepared in accordance with accounting principles generally accepted in the United States ("**GAAP**"). The Company makes no representation as to the accuracy of the projections or its ability to achieve the projected results. Many of the assumptions on which the projections are based are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Company and its management. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the Reorganized Debtors' actual financial results. Therefore, the actual results achieved throughout the three-year period of the Financial Projections may vary from the projected results and the variations may be material. All holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of the Plan.

(4) Valuation of the Debtors.

Based on the financial projections provided by the Debtors, the Debtors and the Consenting First Lien Lenders engaged in extensive negotiations regarding the capital structure of the Reorganized Debtors. Prior to the Petition Date, the Debtors and the Consenting First Lien Lenders reached agreement on the terms of the Restructuring Support Agreement with the objective of achieving a consensual transaction to be implemented through a prepackaged chapter 11 plan of reorganization to maximize the value of the Debtors' assets. The distributable value of the Reorganized Debtors is derived based on a number of components including, without limitation, the following:

- **Reorganized Debtors' Total Enterprise Value:** The settlement discussions among the Debtors and the Consenting First Lien Lenders were based on an illustrative Total Enterprise Value ("TEV") for the Reorganized Debtors of $350 million ("Settlement TEV"). TEV, defined as a company's equity value plus debt and debt-like obligations, net of cash and cash equivalents, is a standard finance concept used to value an enterprise as a going concern. This Settlement TEV is pro forma of the funding of the new money Senior Exit Facility.

- **Pro Forma Capital Structure:** Based on the Debtors' updated DIP budget, assuming a January 27, 2017 Effective Date as a standalone reorganized company, the Reorganized Debtors are projected to have approximately $304.7 million of pro forma net debt, consisting of an estimated $58.5 million drawn under the Senior Exit Facility, $200.0

million in First Lien Term Loans, $1.7 million capital lease obligations, and $60.0 million in New PIK Notes, less $15.5 million of assumed cash on hand.

- **Distributable Value of Equity:** Distributable equity value is derived by subtracting the expected pro forma net debt of $304.7 million on the Effective Date from the Settlement TEV of $350.0 million. Accordingly, there would be approximately $45.3 million of reorganized equity value ("Settlement Distributable Equity Value") to be distributed to the Debtors' stakeholders.

Distributable Equity Value

For purposes of the Plan and this Disclosure Statement, the Debtors and the Consenting First Lien Lenders have stipulated to the Settlement TEV of $350 million, implying Settlement Distributable Equity Value of approximately $45.3 million. Valuation information is based on a variety of assumptions and estimates and is subject to numerous uncertainties and contingencies and will fluctuate with changes in factors affecting the financial condition and prospects of a going-concern business. Because valuation information is inherently subject to a number of uncertainties, neither the Debtors, the Reorganized Debtors, nor any other person, assumes responsibility for the accuracy of valuation information related to the Debtors or Reorganized Debtors. Depending on the results of the Debtors' and Reorganized Debtors' operations, changes in the financial markets, or the occurrence of other events outside of the Debtors' control, information regarding the Debtors' or Reorganized Debtors' valuation is subject to material change.

$ in millions

Total Enterprise Value of Reorganized Debtors	$350.0
Less: Pro Forma Net Debt	(304.7)
Distributable Equity Value	$45.3

(5) Best Interests Test.

With respect to each impaired Class of Claims, confirmation of the Plan requires that each holder of a Claim either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Company were liquidated under chapter 7 of the Bankruptcy Code. To determine what holders of Claims in each impaired Class would receive if the Company were liquidated under chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Company's assets and properties in the context of liquidation under chapter 7 of the Bankruptcy Code. The Cash amount that would be available for satisfaction of Claims and Interests would consist of the proceeds resulting from the disposition of the assets and properties of the Company, augmented by the Cash held by the Company at the time of the commencement of the liquidation case. Such Cash amount would be (i) first, reduced by the costs and expenses of liquidation and such additional administrative claims that might result from the termination of the Company's business and the use of chapter 7 for the purposes of

liquidation, and (ii) second, reduced by the Company's costs of liquidation under chapter 7, including the fees payable to a trustee in bankruptcy, as well as those fees that might be payable to attorneys and other professionals that such a trustee might engage. In addition, claims would arise by reason of the breach or rejection of leases and executory contracts (including vendor, agent and customer contracts) assumed or entered into by the Company prior to the filing of the chapter 7 case.

To determine if the Plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the Company's assets and properties, after subtracting the amounts attributable to the foregoing claims, must be compared with the value of the property offered to such Classes of Claims under the Plan.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the Reorganization, the Company has determined that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive pursuant to the liquidation of the Company under chapter 7.

Moreover, the Company believes any distribution in a chapter 7 case would not occur for a substantial period of time. It is likely that distribution of the proceeds of the liquidation could be delayed for up to 6 months after the completion of such liquidation in order to resolve claims and prepare for distributions. In the likely event litigation was necessary to resolve claims asserted in the chapter 7 case, the delay could be prolonged.

The Company prepared a liquidation analysis which is annexed hereto as Exhibit 4 (the "**Liquidation Analysis**"). The information set forth in Exhibit 4 provides (i) a summary of the liquidation values of the Company's assets, assuming a chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court would liquidate the assets of the Debtors' estates and (ii) the expected recoveries of the Company's creditors and equity interest holders under the Plan.

Underlying the Liquidation Analysis are a number of estimates and assumptions that, although developed and considered reasonable by the Company's management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Company and its management. The Liquidation Analysis also is based on assumptions with regard to liquidation decisions that are subject to change and significant economic and competitive uncertainties and contingencies beyond the control of the Company and its management. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the results of a liquidation of the Company. Accordingly, the values reflected might not be realized if the Company were, in fact, to be liquidated. The chapter 7 liquidation period is assumed to last six months following the appointment of a chapter 7 trustee, allowing for, among other things, the discontinuation and wind-down of operations, the sale of the operations, the sale of assets and the collection of receivables. All holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Liquidation Analysis is based in connection with their evaluation of the Plan.

7.3 *Classification of Claims and Interests.*

The Debtors believe that the Plan complies with the classification requirements of the Bankruptcy Code, which require that a chapter 11 plan place each claim and interest into a class with other claims or interests that are "substantially similar."

7.4 *Consummation.*

The Plan will be consummated on the Effective Date. The Effective Date will be a date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which the Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 11.2 of the Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

The Plan is to be implemented pursuant to its terms, consistent with the provisions of the Bankruptcy Code.

ARTICLE VIII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If the Plan is not consummated, the Company's capital structure will remain over-leveraged and the Company will remain unable to service its debt obligations. Accordingly, if the Plan is not confirmed and consummated, the alternatives include:

8.1 *Liquidation Under Chapter 7 of the Bankruptcy Code.*

One potential alternative to the Plan is liquidation under chapter 7 of the Bankruptcy Code. The Company believes that liquidation would result in lower aggregate distributions being made to creditors than those provided for in the Plan, which is demonstrated by the Liquidation Analysis set forth in attached as Exhibit 4 to this Disclosure Statement.

Further, even if the Company were to liquidate by selling all or substantially all of the Company's assets pursuant to a sale conducted through either section 363 of the Bankruptcy Code or through a chapter 11 plan, the Company believes such approaches would be unlikely to increase the value of the recovery by the Company's stakeholders and would likely result in lower aggregate distributions being made to creditors and equity holders than those provided for in the Plan.

8.2 *Alternative Plan(s) of Reorganization.*

The Debtors believe that failure to confirm the Plan inevitably will lead to expensive and protracted Reorganization Cases, whereas the Plan will enable the Debtors to emerge from chapter 11 successfully and expeditiously, preserving their business and allowing creditors to realize the highest recoveries under the circumstances. In a liquidation under chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, and a trustee need not be

appointed. Accordingly, creditors would receive greater recoveries than in a chapter 7 liquidation. Although a chapter 11 liquidation may be preferable to a chapter 7 liquidation, the Debtors believe that a liquidation under chapter 11 is a much less attractive alternative to holders of Claims than the Plan because the Plan provides for a greater return to holders of Claims and results in Reorganized Debtors that will continue operating, and hence continue interacting with vendors, employees, and others, post-bankruptcy.

Moreover, the prolonged continuation of the Reorganization Cases is likely to adversely affect the Debtors' business and operations. So long as the Reorganization Cases continue, senior management of the Debtors will be required to spend a significant amount of time and effort dealing with the Debtors' reorganization instead of focusing exclusively on business operations. Prolonged continuation of the Reorganization Cases will also make it more difficult to attract and retain management and other key personnel necessary to the success and growth of the Debtors' business. In addition, the longer the Reorganization Cases continue, the more likely it is that the Debtors' suppliers, distributors and agents will lose confidence in the Debtors' ability to reorganize their business successfully and will seek to establish alternative commercial relationships. Furthermore, so long as the Reorganization Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the Reorganization Cases.

The Debtors believe that not only does the Plan fairly adjust the rights of various Classes of Claims, but also that the Plan provides superior recoveries over any alternative capable of rational consideration (such as a chapter 7 liquidation), thus enabling stakeholders to maximize their returns. Rejection of the Plan in favor of some alternative method of reconciling the Claims and Interests will require, at the very least, an extensive and time-consuming process (including the possibility of protracted and costly litigation) and will not result in a better recovery for any Class of Claims or Interests.

THE DEBTORS BELIEVE THAT CONFIRMATION OF THE PLAN IS PREFERABLE TO ANY ALTERNATIVE BECAUSE THE PLAN MAXIMIZES THE AMOUNT OF DISTRIBUTIONS TO ALL HOLDERS OF CLAIMS AND ANY ALTERNATIVE TO CONFIRMATION OF THE PLAN WILL RESULT IN SUBSTANTIAL DELAYS IN THE DISTRIBUTION OF ANY RECOVERIES. THEREFORE, THE DEBTORS RECOMMEND THAT ALL HOLDERS OF IMPAIRED CLAIMS ENTITLED TO VOTE ON THE PLAN VOTE TO ACCEPT THE PLAN.

8.3 ***Inaction/Maintenance of Status Quo.***

As of the date hereof, the Company is currently in default under both the First Lien Credit Agreement and the Second Lien Credit Agreement after failing to meet certain financial covenants therein and failing to make scheduled interest payments thereunder. As the Company believes it will be unable to repay such indebtedness if the acceleration clause under either the First Lien Credit Agreement or the Second Lien Credit Agreement is exercised, the Company believes that inaction is not an option. Further, if the Company is forced to file for bankruptcy protection without a consensual deal, the bankruptcy cases could be time-consuming and much more costly than the currently contemplated restructuring. The Company believes that these actions could hinder its ability to obtain financing and make it difficult to restructure its

debt obligations. Therefore, the Company believes that inaction is not a viable alternative to consummation of the Plan.

ARTICLE IX.

SUMMARY OF VOTING PROCEDURES

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

- the applicable Ballots and applicable voting instructions; and
- the Disclosure Statement with all exhibits, including the Plan and any other supplements or amendments to these documents.

The holders of First Lien Credit Agreement Claims shall be sent the Solicitation Package via electronic mail. Any party who desires paper copies of these documents may request copies by writing to:

Transtar Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022
Transtarballots@primeclerk.com

9.1 *Voting Deadline.*

The period during which Ballots with respect to the Plan will be accepted by the Voting Agent will terminate on the Voting Deadline, or 5:00 p.m., New York City time, on December 4, 2016 unless the Company extends the date until which Ballots will be accepted. Except to the extent the Company so determines in its sole discretion or as permitted by the Bankruptcy Court, Ballots that are received after the Voting Deadline will not be counted or otherwise used by the Company in connection with the Company's request for confirmation of the Plan (or any permitted modification thereof).

The Company reserves the absolute right, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances has been received. The Company will give notice of any such extension in a manner deemed reasonable to the Company in its discretion.

9.2 *Voting and Revocation Instructions.*

Only the holders of First Lien Credit Agreement Claims are entitled to vote to accept or reject the Plan, and they may do so by following the instructions below and the voting instructions attached to the Ballot. The failure of a holder of a Claim in the Voting Class to deliver a duly executed Ballot will be deemed to constitute an abstention by such holder with

respect to voting on the Plan, and such abstentions will not be counted as votes for or against the Plan.

The Company is providing the Solicitation Package to holders of First Lien Credit Agreement Claims whose names (or the names of their nominees) appear as of the Voting Record Date, which was November 13, 2016, in the records maintained by the Administrative Agents.

Holders of Claims in the Voting Class can vote on the Plan by completing the information requested on the appropriate Ballot and the enclosed documents, signing (or electronically signing, if a holder submits a Ballot on the E-Ballot platform), dating and indicating their vote on the Ballot, and returning the completed original Ballot either (i) via electronic, online transmission through the E-Ballot platform on the Voting Agent's website, http://cases.primeclerk.com/transtarballots, or (ii) if a holder opts to return a paper Ballot, by first class mail, overnight courier or hand delivery, in each case so that it is actually received by the Voting Agent before the Voting Deadline, 5:00 p.m., New York City time, on December 4, 2016 (unless the Voting Deadline is extended, in which case the Ballots must be received by the Voting Agent by any subsequent time or date to which the Voting Deadline is extended). **Creditors who cast a Ballot using Prime Clerk's "E-Ballot" platform should NOT also submit a paper Ballot.**

Any holder of a Claim in the Voting Class that has not received a Ballot, received a damaged Ballot, or lost its Ballot, or has any questions regarding the procedures for voting on the Plan may contact the Voting Agent (i) by calling (855) 628-7533 (domestic toll free) or (917) 651-0324 (international) or (ii) by emailing transtarballots@primeclerk.com.

The Company has engaged the Voting Agent as the noticing, claims and balloting agent to assist in the balloting and tabulation process. The Voting Agent will process and tabulate Ballots for each class entitled to vote to accept or reject the Plan and will file a voting report as soon as practicable on or after the Petition Date.

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

Each holder of a Claim in the Voting Class must vote all of its Claims within a particular class either to accept or reject the Plan and may not split its votes.

(a) Releases under the Plan.

Pursuant to Section 9.4(c) of the Plan, holders of Claims and Interests that vote in favor of the Plan or mark such holder's Ballot indicating that such holder opts into the Releases (as defined below) shall be deemed to forever release, waive and discharge all claims against the Released Parties in any way relating to the Debtors, the Reorganization Cases, the Plan or the Disclosure Statement (the "**Releases**").

All Ballots are accompanied by a pre-addressed, postage pre-paid envelope. It is important to follow the specific instructions provided on each Ballot.

(b) Withdrawal or Revocation of a Ballot.

Acceptances or rejections may be withdrawn or revoked at any time before the Voting Deadline by the holder of a Claim on the Voting Record Date who completed the original Ballot. However, after the Voting Deadline, withdrawal or revocation of votes accepting or rejecting the Plan may be effected only with the approval of the Bankruptcy Court.

Acceptances or rejections in regard to the Plan may be withdrawn or revoked before the Voting Deadline by the submission by a holder of a Claim in the Voting Class of a written notice of withdrawal to the Voting Agent.

To be effective, a notice of revocation and withdrawal must:

- be received prior to the Voting Deadline by the Voting Agent at its address;
- specify the holder of the Claim whose vote on the Plan is being withdrawn or revoked;
- contain the description of the Claim as to which a vote on the Plan is withdrawn or revoked; and
- be signed by the holder of the Claim who executed the Ballot reflecting the vote being withdrawn or revoked.

9.3 ***Note to Holders of Claims in the Voting Class.***

By signing and returning a Ballot, each holder of a Claim in the Voting Class will be certifying to the Bankruptcy Court and the Company that, among other things:

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

9.4 ***Voting Tabulation.***

The Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a claim.

Unless the Company decides otherwise, Ballots received after the Voting Deadline may not be counted. The method of delivery of the Ballots to be sent to the Voting Agent is at the election and risk of each holder of a Claim in the Voting Class. Except as otherwise provided herein, a Ballot will be deemed delivered only when the Voting Agent actually receives the executed Ballot. **No Ballot should be sent to the Company, the**

Company's agents (other than the Voting Agent), or the Company's financial or legal advisors.

The Company reserves the right to use the acceptances to seek confirmation of any permitted amendment or modification of the Plan, provided that the Company may not make any amendment or modification to the Plan prohibited by the Bankruptcy Code and Bankruptcy Rules.

The Bankruptcy Code may require the Company to disseminate additional solicitation materials if the Company makes material changes to the terms of the Plan or if the Company waives a material condition to confirmation of the Plan. In that event, the solicitation will be extended to the extent directed by the Bankruptcy Court.

If multiple Ballots are received from the same holder with respect to the same Claim in the Voting Class, the last Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot. Holders of a Claim in the Voting Class must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.

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

The Company will file with the Bankruptcy Court, on the Petition Date, or as soon as practicable thereafter, the voting report prepared by the Voting Agent. The voting report shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity, including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or e-mail or damaged. The voting report also shall indicate the Company's intentions with regard to such irregular Ballots. Neither the Company nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the voting report, nor will any of them incur any liability for failure to provide such notification.

ARTICLE X.

THE REORGANIZATION CASES

10.1 *Continuation of Business After the Petition Date.*

Following the Petition Date, the Debtors intend to operate their business in the ordinary course as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code.

10.2 *First Day Relief.*

The Debtors expect that the Reorganization Cases will be of a short duration, and expect to request that the Bankruptcy Court schedule a confirmation hearing within forty (40) days of the Petition Date or as soon thereafter as the Bankruptcy Court has availability. To expedite their emergence from chapter 11, the Debtors intend to seek, among other things, the relief detailed below from the Bankruptcy Court on the Petition Date. If granted, this relief will facilitate the administration of the Reorganization Cases. There can be no assurances, however, that the Bankruptcy Court will grant the requested relief. Bankruptcy courts customarily provide various forms of administrative and other relief in the early stages of chapter 11 cases. The Debtors intend to seek all necessary and appropriate relief from the Bankruptcy Court in order to facilitate their reorganization goals, including the matters described below.

Together with its petition for relief, the Debtors anticipate filing a number of "first day" motions on the Petition Date. The Debtors' first day motions may include, among other things, motions for orders:

- authorizing the Debtors to obtain debtor-in-possession financing and to use cash claimed as collateral;
- authorizing the Debtors (i) to continue the Debtors' current cash management system, (ii) to maintain prepetition bank accounts, and (iii) to continue use of existing books and records;
- authorizing the Debtors to pay (i) prepetition employee wages, salaries and other compensation, (ii) prepetition employee business expenses, and (iii) other miscellaneous employee expenses and employee benefits;
- authorizing the Debtors to pay prepetition claims held by (i) "critical vendors," (ii) foreign vendors, and (iii) claimants who provided goods to the Debtors within twenty (20) days of the Petition Date; and
- such other orders as are typical in reorganization cases or that may be necessary for the preservation of the Debtors' assets or for confirmation of the Plan.

The orders will be sought pursuant to accompanying motions and, if appropriate, memoranda of law. The foregoing list is subject to change depending upon the Debtors' needs in connection with their operations during the Reorganization Cases. Failure of the Bankruptcy Court to enter one or more of these orders, or a delay in doing so, could result in the

Reorganization Cases becoming protracted and could delay, perhaps materially, the hearing on, and the ultimate confirmation of, the Plan.

10.3 ***Case Administration.***

(a) Joint Administration of the Reorganization Cases.

The Debtors will seek an order authorizing joint administration of their chapter 11 cases for procedural purposes only. As many of the motions, hearings, and other matters involved in the Reorganization Cases will affect all of the Debtors, joint administration will reduce costs and facilitate the administrative process by avoiding the need for duplicative notices, applications and orders. No party should be prejudiced by the joint administration of the Reorganization Cases as such relief is solely procedural and is not intended to affect substantive rights.

(b) Scheduling of Combined Disclosure Statement and Confirmation Hearing and Approval of Prepetition Solicitation Procedures.

The Debtors intend to seek an order scheduling a combined Confirmation Hearing and hearing on this Disclosure Statement at which time the Debtors will seek approval of this Disclosure Statement and confirmation of the Plan pursuant to sections 1125, 1126, 1128 and 1129 of the Bankruptcy Code. The Debtors will request this hearing take place no later than forty (40) days after the Petition Date, or such later date that the Bankruptcy Court is available. Additionally, the Debtors will seek approval of the prepetition solicitation procedures of acceptances of the Plan from holders of Claims in the Voting Class.

(c) Schedules and Statements of Financial Affairs.

The Debtors may seek an order extending the time to file their schedules of assets and liabilities ("**Schedules**") and statements of financial affairs ("**SOFAs**").

(d) Retention of Professionals.

Upon the commencement of the Reorganization Cases, the Debtors intend to file certain applications to retain professionals who will assist the Debtors in the administration of the Reorganization Cases. Among other professionals, the Debtors intend to retain Willkie Farr & Gallagher LLP as bankruptcy counsel, FTI as restructuring advisor, Ducera as financial advisor and investment banker and Prime Clerk LLC as claims and noticing agent.

ARTICLE XI.

CERTAIN RISK FACTORS TO BE CONSIDERED

Important Risks to Be Considered

Holders of Claims should read and consider carefully the following risk factors and the other information in this Disclosure Statement, the Plan, the Plan Supplement and the other documents delivered or incorporated by reference in this Disclosure Statement and the Plan, before voting to accept or reject the Plan.

These risk factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation.

11.1 *Certain Bankruptcy Considerations.*

(a) General.

While the Company believes that the Reorganization Cases, commenced in order to implement an agreed-upon restructuring, will be of short duration and will not be materially disruptive to it business, the Company cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the bankruptcy proceeding, it is impossible to predict with certainty the amount of time that the Company may spend in bankruptcy or to assure parties-in-interest that the Plan will be confirmed.

Even if the Plan is confirmed on a timely basis, the Reorganization Cases could have an adverse effect on the Company's business. Among other things, it is possible that bankruptcy proceedings could adversely affect the Company's relationships with its key vendors and suppliers, customers, employees and agents. Bankruptcy proceedings also will involve additional expenses and may divert the attention of the Company's management away from the operation of the business.

The extent to which bankruptcy proceedings disrupt the Company's business will likely be directly related to the length of time it takes to complete the proceedings. If the Company is unable to obtain confirmation of the Plan on a timely basis because of a challenge to confirmation of the Plan or a failure to satisfy the conditions to consummation of the Plan, it may be forced to operate in bankruptcy for an extended period while it tries to develop a different reorganization plan that can be confirmed. That would increase both the probability and the magnitude of the potentially adverse effects described herein.

(b) Failure to Receive Adequate Acceptances.

Class 1 is the only Class that is entitled to vote to accept or reject the Plan. The Company believes it will receive the requisite amount of votes in favor of the Plan in light of the fact that, as set forth herein, the Consenting First Lien Lenders who hold approximately 98.8% of the aggregate principal amount of the outstanding debt under the First Lien Credit Agreement

have agreed to vote for, support and not object to the Plan. However, if the Company does not receive votes from holders of at least two-thirds in dollar amount and a majority in number of holders (the "**Requisite Acceptances**") with respect to at least one Class entitled to vote, the Company will not be able to seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code, because at least one impaired Class will not have voted in favor of the Plan as required by section 1129(a)(10) of the Bankruptcy Code. Further, if the Requisite Acceptances are not received, the Company may seek to accomplish an alternative restructuring of its capitalization and obligations to creditors and obtain acceptances to an alternative plan of reorganization for the Company, or otherwise, that may not have the support of the holders of First Lien Credit Agreement Claims and/or the Company may be required to sell its business under chapter 7 or 11 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to the Company's creditors as those proposed in the Plan.

(c) Failure to Confirm the Plan.

Even if the Requisite Acceptances are received, the Bankruptcy Court, which, as a court of equity may exercise substantial discretion, may decide not to confirm the Plan. A non-accepting (or deemed rejecting) creditor or equity security holder of the Debtors might challenge the balloting procedures and results as not being in compliance with the Bankruptcy Code or the Bankruptcy Rules. Even if the Bankruptcy Court determined that this Disclosure Statement and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation had not been met. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and requires, among other things, a finding by the Bankruptcy Court that the confirmation of the Plan is not likely to be followed by a liquidation or a need for further financial reorganization and that the value of distributions to non-accepting holders of claims and interests within a particular class under the Plan will not be less than the value of distributions such holders would receive if the debtor were liquidated under chapter 7 of the Bankruptcy Code. While the Debtors cannot provide assurances that the Bankruptcy Court will conclude that these requirements have been met, the Debtors believe that the Plan will not be followed by a need for further financial reorganization and that non-accepting holders within each Class under the Plan will receive distributions at least as great as would be received following a liquidation under chapter 7 of the Bankruptcy Code when taking into consideration all administrative claims and the costs and uncertainty associated with any such chapter 7 case.

To obtain nonconsensual confirmation of the Plan, it must be demonstrated to the Bankruptcy Court that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to each impaired, non-accepting Class. The Bankruptcy Code provides a non-exclusive definition of the phrase "fair and equitable" for, respectively, secured creditors, unsecured creditors and holders of equity interests. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the "absolute priority" rule, which requires that the dissenting class be paid in full before a junior class may receive anything under the plan. The Debtors believe that the Plan is fair and equitable with respect to all non-accepting Classes, but the Debtors cannot provide assurances that the Bankruptcy Court will conclude that the Plan is fair and equitable.

A chapter 11 plan does not "discriminate unfairly" with respect to a non-accepting class if the value of the Cash and/or securities to be distributed to the non-accepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are the same as those of the non-accepting class. It is possible that a holder of Claims may object to the Plan and argue that its treatment under the Plan constitutes "unfair discrimination" when compared to the Plan's treatment of holders in other Classes. The Debtors believe the Plan does not discriminate unfairly against any non-accepting Class, but the Debtors cannot provide assurances that the Bankruptcy Court will conclude that the Plan does not unfairly discriminate.

If the Plan is not confirmed, the Plan will need to be revised and it is unclear whether a restructuring of the Debtors could be implemented and what distribution holders of Claims ultimately would receive with respect to their Claims, which may constitute less favorable treatment than they would receive under the Plan. If an alternative reorganization could not be agreed to, it is possible that the Debtors would have to liquidate their assets, in which case it is likely that holders of Claims would receive substantially less favorable treatment than they would receive under the Plan. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to the Debtors' creditors as those proposed in the Plan.

(d) Improper Solicitation of Acceptances.

In many instances, a plan of reorganization is filed and votes to accept or reject the Plan are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes before the commencement of a chapter 11 case in accordance with section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) require that:

- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote;
- the time prescribed for voting is not unreasonably short; and
- the solicitation of votes is in compliance with any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in such solicitation or, if no such law, rule or regulation exists, votes be solicited only after the disclosure of adequate information.

Section 1125(a)(1) of the Bankruptcy Code describes adequate information as information of a kind and in sufficient detail as would enable a hypothetical reasonable investor typical of holders of claims and interests to make an informed judgment about the Plan. With regard to solicitation of votes before the commencement of a bankruptcy case, if the Bankruptcy Court concludes that the requirements of Bankruptcy Rule 3018(b) have not been met, then the Bankruptcy Court could deem such votes invalid, whereupon the Plan could not be confirmed without a resolicitation of votes to accept or reject the Plan. While the Company believes that the requirements of section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018 will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(e) Failure to Receive Bankruptcy Court Approval of the Compromises and Settlements Contemplated by the Plan.

The Plan constitutes a settlement, compromise and release of all rights arising from or relating to the allowance, classification and treatment of all Allowed Claims and Interests and their respective distributions and treatments under the Plan, taking into account and conforming 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 or section 510(b) and (c) of the Bankruptcy Code. This settlement, compromise and release require approval by the Bankruptcy Court in the form of a confirmation order. The Company cannot ensure that the Bankruptcy Court will approve of the settlement contemplated in the Plan.

(f) Alternative Plans of Reorganization May Be Proposed.

Once the Reorganization Cases have commenced, other parties-in-interest could seek authority from the Bankruptcy Court to propose an alternative plan of reorganization. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit acceptances of a plan of reorganization. However, such exclusivity period can be reduced or terminated upon order of the Bankruptcy Court. Were such an order to be entered, other parties-in-interest would then have the opportunity to propose alternative plans of reorganization.

If other parties-in-interest were to propose an alternative plan following expiration or termination of the Company's exclusivity period, such a plan may be less favorable to holders of Claims or Interests. If there are competing plans of reorganization, the Reorganization Cases are likely to become longer and more complicated.

(g) Failure to Consummate the Plan.

Section 12.2 of the Plan contains various conditions to consummation of the Plan, including the Confirmation Order having become final and non-appealable, the Debtors having entered into the Plan Documents, in form and substance satisfactory to the Majority Consenting Lenders, and all conditions precedent to effectiveness of such agreements having been satisfied or waived in accordance with the terms thereof. As of the date of this Disclosure Statement, there can be no assurance that these or the other conditions to consummation will be satisfied or waived. Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated and the restructuring completed. If the Plan is not consummated and the restructuring completed, these Reorganization Cases will be prolonged and the Debtors may lack sufficient liquidity to effect a successful restructuring under chapter 11 of the Bankruptcy Code.

As of the date of this Disclosure Statement, there can be no assurance that the conditions to consummation will be satisfied or waived. Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated.

(h) Extended Stay in Bankruptcy Proceeding.

While the Company expects that a chapter 11 bankruptcy filing solely for the purpose of implementing the Plan would be of short duration and would not be unduly disruptive to the Company's business, the Company cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the bankruptcy proceeding, it is impossible to predict with certainty the amount of time that the Company may spend in bankruptcy, and the Company cannot be certain that the Plan would be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Company's business. There is a risk, due to uncertainty about the Company's future, that:

- customers could seek alternative sources of products from the Company's competitors, including competitors that are in little or no relative financial or operational distress;

- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and

- vendors, suppliers or agents and other business partners could terminate their relationship with the Company or require financial assurances or trade terms which are materially different from what the Company has today.

A lengthy bankruptcy proceeding would also involve additional expenses and divert the attention of management from operating the Company's business, as well as creating concerns for employees, suppliers and customers.

The disruption that a bankruptcy proceeding would inflict upon the Company's business would increase with the length of time it takes to complete the proceeding and the severity of that disruption would depend upon the attractiveness and feasibility of the Plan from the perspective of the constituent parties on whom the Company depends, including vendors, employees, agents and customers. If the Company is unable to obtain confirmation of the Plan on a timely basis, because of a challenge to the Plan or a failure to satisfy the conditions to the effectiveness of the Plan, the Company may be forced to operate in bankruptcy for an extended period while they try to develop a different reorganization plan that can be confirmed. A protracted bankruptcy case would increase both the probability and the magnitude of the adverse effects described above.

(i) Failure to Receive Bankruptcy Court Approval of Debtor-in-Possession Financing or Use of Cash Collateral.

On or shortly after commencing chapter 11 cases, the Company intends to ask the Bankruptcy Court to authorize them to enter into a debtor-in-possession financing facility and to use cash collateral to fund the chapter 11 cases. Such financing arrangements and access to cash collateral will provide liquidity during the pendency of the chapter 11 cases. There can be no assurance that the Bankruptcy Court will approve the financing or use of cash collateral on the terms requested. Moreover, if the chapter 11 cases take longer than expected to conclude, the Company may exhaust its available cash collateral or its ability to access financing may

terminate. There is no assurance that the Company will be able to obtain an extension of the right to use cash collateral from its secured lenders or obtain additional debtor-in-possession financing. In such case, the liquidity necessary for the orderly functioning of the Company's business may be materially impaired.

(j) Changes, Amendments, Modification or Withdrawal of the Plan.

Except as otherwise specifically provided in the Plan and the Restructuring Support Agreement, the Company reserves the right to modify the Plan, whether such modification is material or immaterial, and seek confirmation of the Plan as modified, to the extent allowed by the Bankruptcy Court, the Bankruptcy Code and Bankruptcy Rules. The potential impact of any such amendment or waiver on the holders of Claims and Interests cannot presently be foreseen, but may include a reclassification of the Classes, a change in the economic impact of the Plan on some or all of the Classes or a change in the relative rights of such Classes. All holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but before confirmation of the Plan, the Company seeks to modify the Plan, the previously solicited acceptances will be valid only if (i) all classes of adversely affected creditors and interest holders accept the modification in writing or (ii) such modification was *de minimis* or purely technical or otherwise did not adversely change the treatment of holders of accepting Claims and Interests.

If chapter 11 cases are commenced by, or against the Company, the Company reserves the right not to file the Plan and to revoke or withdraw the Plan at any time before confirmation of the Plan. If the Company revokes or withdraws the Plan, all votes thereon will be deemed to be null and void. In such event, nothing contained in the Plan will be deemed to constitute a waiver or release of any claims by or against, or interests of or in, the Company or any other person, or to prejudice in any manner the Company's rights or those of any other person.

(k) Settlements During the Chapter 11 Cases May Require Alterations to the Plan and Cause a Diminution in Value of Distributions to Holders of First Lien Credit Agreement Claims.

The Company may enter into settlements of disputes related to the Plan or Disputed Claims which could require amendments of the Plan, including to classification and/or treatment of Claims. Such amendments to the Plan could reduce the recoveries under the Plan to holders of First Lien Credit Agreement Claims. The Company may agree to amend the Plan to provide a Cash payment or a distribution of New Common Stock to holders of certain claims in order to settle their objections to the Plan and garner additional support for the Plan. Such an amendment could dilute or diminish the recoveries to be received by holders of First Lien Credit Agreement Claims under the Plan. For example, if the Company were to amend the Plan to provide an additional recovery of $5 million in Cash to a class of Claims, such amendment would cause the total value of New Common Stock to be distributed under the Plan to be worth $5 million less in the aggregate. Similarly, if the Company were to amend the Plan to provide an additional recovery of 5% of the New Common Stock to a class of Claims, such amendment would dilute the amount of New Common Stock to be distributed under the Plan.

(l) Termination of the Restructuring Support Agreement in Certain Circumstances.

While pursuant to the Restructuring Support Agreement holders of approximately 98.8% of the principal outstanding under the First Lien Credit Agreement have agreed to support the Proposed Transaction, such support can be terminated and such votes revoked upon the occurrence of certain "Termination Events" (as defined therein) under the Restructuring Support Agreement. Such Termination Events include, among other things, the failure of the Company to reach certain milestones in the Reorganization Cases in a timely manner, such as orders from the Bankruptcy Court approving the DIP Facility and the Plan, and the occurrence of the Effective Date in accordance with the timeline set forth in the Restructuring Support Agreement. While the Company believes that it will be able to meet such milestones, there can be no assurance that will be the case. Additional events that constitute Termination Events under the Restructuring Support Agreement include the conversion of the Reorganization Cases to cases under chapter 7 of the Bankruptcy Code, a material breach by the Company of its obligations under the Restructuring Support Agreement, the termination or acceleration of the DIP Facility, or a final determination by a court or governmental agency of competent jurisdiction that the transactions contemplated by the Plan cannot legally go forward. See Exhibit 2 for additional detail. If a Termination Event occurs and the support of the Consenting First Lien Lenders were to be withdrawn, and the votes of such holders were revoked, the Company may need to amend the Plan and re-solicit votes thereon, or formulate a new chapter 11 plan and solicit votes on such new plan. Such amendment and/or re-solicitation could cause material delay in the Reorganization Cases, and may adversely impact the Company's businesses and its ability to reorganize.

(m) Distributions Will Be Delayed.

If the Plan can be confirmed, the date of the distributions to be made pursuant to the Plan will be delayed until after consummation of the Plan. The Company estimates that the process of obtaining confirmation of the Plan will last approximately forty (40) days from the date of the commencement of the Company's chapter 11 cases and could last considerably longer. Distributions could be delayed for a minimum of 15 days thereafter and may be delayed for a substantially longer period if the conditions to consummation of the Plan have not yet been met.

(n) Objections to Classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan of reorganization may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Company believes that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(o) Failure to Receive Bankruptcy Court Approval of First Day Orders.

The Company will seek to address potential concerns of its customers, vendors, employees and other key parties-in-interest that might arise from the filing of the Plan through its intention to seek appropriate court orders to permit the Company to pay accounts payable to key parties-in-interest in the ordinary course of business. There can be no guarantee that the Company will be successful in obtaining the necessary approvals of the Bankruptcy Court for such arrangements or for every party-in-interest the Company may seek to treat in this manner.

11.2 ***Risks Relating to the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement, New PIK Notes and the New Common Stock.***

(a) Variances from Financial Projections.

The projections attached hereto as Exhibit 5 reflect numerous assumptions concerning the Company's anticipated future performance, some of which may not occur. Such assumptions include, among others, assumptions concerning the general economy, the Company's ability to manage costs and achieve cost reductions, the Company's ability to establish market strength, customer purchasing trends and preferences, the Company's ability to stabilize and grow its sales base and control future operating expenses and other risk factors described below. Unanticipated events and circumstances occurring subsequent to the preparation of the projections may also affect the Company's actual financial results.

(b) Substantial Leverage.

The degree to which Reorganized Speedstar, together with its subsidiaries (collectively, the "**Reorganized Company**") will be leveraged after the consummation of the Plan could have important consequences because substantial indebtedness may restrict the Reorganized Company's operating flexibility, could adversely affect the Reorganized Company's financial health and could prevent the Reorganized Company from fulfilling its financial obligations.

While the Proposed Transaction will substantially de-lever the Reorganized Company, the Reorganized Company will still have significant long-term debt obligations. As of the Effective Date, on a pro forma basis, the Reorganized Company will have an estimated $320 million of total outstanding indebtedness if the Proposed Transaction is consummated. If the Reorganized Company continues to be over-leveraged it could significantly affect the Reorganized Company's financial health and ability to fulfill financial obligations. For example, a high level of indebtedness could:

- make it more difficult for the Reorganized Company to satisfy current and future debt obligations, including interest and amortization payments;

- make it more difficult for the Reorganized Company to obtain additional debt or equity financing for working capital, capital expenditures, acquisitions or general corporate purposes;

- require the Reorganized Company to dedicate a substantial portion of cash flows from operating activities to the payment of principal and interest on the indebtedness, thereby reducing the funds available to the Reorganized Company for operations and other purposes;

- place the Reorganized Company at a competitive disadvantage to its competitors who are not as highly leveraged as the Reorganized Company is;

- make the Reorganized Company vulnerable to interest rate fluctuations, if it incurs any indebtedness that bears interest at variable rates;

- impair the Reorganized Company's ability to adjust to changing industry and market conditions; and

- make the Reorganized Company more vulnerable in the event of a downturn in general economic conditions or in its business or changing market conditions and regulations.

Although the First Lien Credit Agreement (as amended by the First Lien Credit Agreement Amendment, the "**Amended First Lien Credit Agreement**"), Senior Exit Facility Credit Agreement and New PIK Notes will limit the Reorganized Company's ability to incur additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions could be substantial. To the extent that the Reorganized Company incurs additional indebtedness or such other obligations, the risks associated with the Reorganized Company's substantial leverage, including possible inability to service debt, would increase.

(c) Ability to Service Debt.

The Reorganized Company's ability to repay or to refinance obligations with respect to indebtedness, and to fund planned capital expenditures, depends on the Reorganized Company's future financial and operating performance. This, to a certain extent, is subject to general economic, financial, competitive, business and other factors that are beyond the Reorganized Company's control. These factors could include operating difficulties, increased operating costs, pricing pressures, the response of competitors and delays in implementing strategic initiatives.

There can be no assurance that the Reorganized Company's business will generate sufficient cash flow from operations or that future borrowings will be available in an amount sufficient to enable the Reorganized Company to pay its indebtedness or to fund other liquidity needs.

(d) Ability to Refinance Debt at Maturity.

The Reorganized Company may need to refinance all or a portion of their debt on or before maturity in order to satisfy such obligations when due. However, while the Debtors believe that the Plan is feasible, give the substantial amount of indebtedness on the Effective

Date, there can be no assurance that the Reorganized Company will be able to refinance any of their debt on commercially reasonable terms or at all upon the maturity of such debt.

(e) Value of the New Common Stock.

The value of the New Common Stock may be adversely affected by a number of factors, including many of the risks described in this Disclosure Statement. If, for example, the Reorganized Company fails to comply with the covenants in the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement or New PIK Notes resulting in an event of default thereunder, certain of the Reorganized Company's outstanding indebtedness could be accelerated, which could have a material adverse effect on the value of the New Common Stock.

(f) The New Common Stock will be Subordinated to Existing Debt.

The New Common Stock will be junior to all of the indebtedness in the Reorganized Company's capital structure and will not be secured by any of the Reorganized Company's collateral. As a result, the Reorganized Company's existing and future indebtedness under the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement, New PIK Notes and other non-equity claims will rank senior to the New Common Stock as to rights upon any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding. In the event of any distribution or payment of the Reorganized Company's assets in any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding, the Reorganized Company's creditors will have a superior claim and interest, as applicable, to the interests of holders of the New Common Stock. If any of the foregoing events occur, there can be no assurance that there will be assets in an amount significant enough to warrant any distribution in respect of the New Common Stock.

(g) Issuance of New Common Stock and New PIK Notes.

In connection with the restructuring pursuant to the Plan under chapter 11 of the Bankruptcy Code, the Company will rely on section 1145 of the Bankruptcy Code to exempt the issuance of the New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims from the registration requirements of the Securities Act (and of any state securities or "blue sky" laws). Section 1145 exempts from registration the offer or sale of a debtor's securities under a chapter 11 plan if such securities are offered or sold in exchange for a claim against, or equity interest in, or a claim for an administrative expense in a case concerning, such debtor. In reliance upon this exemption, the New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims will generally be exempt from the registration requirements of the Securities Act to the extent set forth in section 1145 of the Bankruptcy Code, but subject to the terms of the New Stockholders Agreement.

New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution is unlikely to benefit from the provisions of section 1145 of the Bankruptcy Code and therefore will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law.

All holders of shares of New Common Stock will also be subject to the terms of the New Stockholders Agreement which will contain certain transfer restrictions, including rights of first refusal and tag-along rights as well as other restrictions on the transfer of New Common Stock.

There can be no assurance that any market for the New Common Stock will develop or be sustained. If an active market does not develop or is not sustained, the market price and liquidity of the New Common Stock may be adversely affected. The liquidity of any market for the New Common Stock will depend on a number of factors, including:

- the number of holders of the New Common Stock;
- the Reorganized Company's operating performance and financial condition;
- the market for similar securities;
- the Reorganized Company's credit rating; and
- the interest of securities dealers in making a market in the New Common Stock.

11.3 ***Risks Associated with the Business.***

(a) The Reorganization Cases May Negatively Impact the Reorganized Company's Future Operations.

While the Company believes it will be able to emerge from chapter 11 relatively expeditiously, there can be no assurance as to timing for approval of the Plan or the Company's emergence from chapter 11. Additionally, notwithstanding the support of the Consenting First Lien Lenders, the Reorganization Cases may adversely affect the Reorganized Company's ability to retain existing customers and suppliers, attract new customers and maintain contracts that are critical to its operations.

(b) Restrictive Covenants in the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement and New PIK Notes Will Limit Operating Flexibility.

The Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement and New PIK Notes will contain covenants that will, among other things, restrict the Reorganized Company's ability to take specific actions, even if the Reorganized Company believes it to be in its best interest, including restrictions on the Reorganized Company's ability to:

- incur or guarantee additional indebtedness;
- create liens with respect to the Reorganized Company's assets;
- make investments, loans or advances;
- prepay subordinated indebtedness;
- enter into transactions with affiliates; and
- merge, consolidate or sell assets.

In addition, the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement and New PIK Notes will impose financial covenants that require the Reorganized Company to comply with specified financial ratios and tests, including minimum quarterly EBITDA, senior debt to total capitalization, maximum capital expenditures, maximum leverage ratios and minimum interest coverage ratios. There can be no assurance that the Reorganized Company will be able to meet these requirements or satisfy these covenants in the future. If the Reorganized Company fails to do so, its indebtedness thereunder could become accelerated and payable at a time when the Reorganized Company is unable to pay it. This could adversely affect the Reorganized Company's ability to carry out its business plan and would have a negative effect on its financial condition.

(c) The Company Relies on a Limited Number of Key Suppliers and Vendors to Operate its Business

Historically, the Company has purchased a significant portion of the goods and materials used in its products from a small number of suppliers and vendors. Brand loyalty is extremely important in the automotive parts market, as many customers insist on only using particular brands of parts which they know well and trust. Accordingly, one key to the Company's business is ensuring the Company has a wide range of brands in stock to ensure that the Company can supply the particular automotive parts requested in a customer's order, as such customer may be unwilling to accept a replacement part from a different brand. The loss of any of the Company's key suppliers or interruption of production at these suppliers from work stoppages, equipment failures or other adverse events would adversely affect the Company's ability to obtain necessary goods and materials and fill customer orders.

(d) Retaining Key Management and Personnel.

The Company believes its ability to be successful in the future will be due, in part, to its experienced management team. Losing the services of one or more members of the Company's management team could adversely affect its business and expansion efforts, and possibly prevent the Company from further improving its operational, financial and information management systems and controls.

(e) The Ability to Manage and Expand Operations Effectively.

The Company's ability to manage and expand operations effectively will depend on the ability to:

- offer high-quality, reliable products at reasonable costs;
- scale operations;
- obtain successful outcomes in disputes and in litigation;
- integrate existing and newly acquired businesses, technology and facilities;
- evaluate markets;
- add products;
- monitor operations;

- control costs;
- maintain effective quality controls;
- hire, train and retain qualified personnel;
- enhance operating and accounting systems;
- address operating challenges; and
- adapt to market developments.

In order for the Company to succeed, these objectives must be achieved in a timely manner and on a cost-effective basis. If these objectives are not achieved, the Company may not be able to compete in existing markets or expand into new markets.

(f) Failure to Effectively and Profitably Integrate Future Acquisitions.

As part of the Company's business strategy, the Company has historically and may continue to seek to expand through the acquisition of other businesses that the Company believes are complementary to its business. The Company may be unable to identify suitable acquisition candidates, or if they do, the Company may not successfully complete those acquisitions.

If the Company acquires another business, it may face difficulties, including:

- integrating that business's personnel, products or technologies into the Company's operations;
- retaining key personnel or customers of the acquired business;
- failing to adequately identify or assess liabilities of that business;
- failing to achieve the forecasts used to determine the purchase price of that business; and
- diverting management's attention from the normal daily operation of the Company's business.

These difficulties could disrupt the Company's ongoing business and increase its expenses. Further, failure to successfully integrate acquisitions may adversely affect the Company's profitability by creating significant operating inefficiencies that could increase operating expenses as a percentage of sales and reduce operating income. In addition, the Company may not realize the expected cost savings from such acquisitions. As of the date of this Disclosure Statement, the Company has no agreements to enter into any material acquisition transaction.

(g) Following the Consummation of the Plan, a Small Group of Significant Investors Will Control the Reorganized Company.

Following the consummation of the Plan, a small number of institutional investors will control the Reorganized Company's equity. Solely through their concentrated ownership of New Common Stock, the institutional investors will be able to cause the election of a majority of the members of the Reorganized Company's board of directors and the approval of any action

requiring the approval of stockholders, including a change of control, a public offering, merger or sale of assets or stock. Changes in control of the Reorganized Company or equity holders could trigger requirements that the Reorganized Company repay the debt issued under the Amended First Lien Credit Agreement, Senior Exit Facility Credit Agreement, and/or the New PIK Notes, which will be held by these significant investors. In addition, these significant stockholders may in the future own businesses that directly or indirectly compete with the Reorganized Company. They may also pursue acquisition opportunities that may be complementary to the Reorganized Company's business, and as a result, those acquisition opportunities may not be available to the Reorganized Company.

ARTICLE XII.

SECURITIES LAW MATTERS

12.1 ***Section 1145 Securities.***

(a) Issuance.

The Plan provides for the offer, issuance, sale or distribution of shares of New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims. The offer, issuance, sale or distribution by Reorganized Speedstar will be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

(b) Subsequent Transfers.

Shares of New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims may, subject to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes, be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the New Common Stock and New PIK Notes are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

> (i) a Person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;

(ii) a Person who offers to sell securities offered or sold under a plan for the holders of such securities;

(iii) a Person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:

a. with a view to distributing such securities; and

b. under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and

(iv) a Person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any Person directly or indirectly controlling or controlled by the issuer, or any Person under direct or indirect common control of the issuer.

To the extent that Persons who receive the New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims are deemed to be underwriters, resales by such Persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell shares of New Common Stock and New PIK Notes received on account of the Exchanged First Lien Credit Agreement Claims without registration pursuant to the provisions of Rule 144 under the Securities Act or another available exemption under the Securities Act.

Whether or not any particular Person would be deemed to be an underwriter with respect to the New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving the New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims would be an underwriter with respect to such securities, whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

12.2 ***4(a)(2) Securities.***

(a) Issuance.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("**SEC**") under section 4(a)(2) of the Securities Act.

The Debtors believe that the shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution are issuable without registration under the

Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below.

THIS PLAN IS BEING FURNISHED SOLELY FOR USE BY ACCREDITED INVESTORS AS DEFINED IN REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION IN EVALUATING THE OFFERING OF SECURITIES IN THE PLAN.

THERE IS NOT AND THERE WILL NOT BE ANY PUBLIC MARKET FOR THE SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

ANY PARTY SEEKING TO ACQUIRE THE NEW COMMON STOCK OR NEW PIK NOTES MUST REPRESENT THAT THEY ARE ACQUIRING THE STOCK OR NOTES FOR INVESTMENT AND NOT WITH A VIEW TO RESALE, IN WHOLE OR IN PART. THE TRANSFER AND RESALE OF THE NEW COMMON STOCK IS SUBJECT TO LIMITATIONS IMPOSED BY APPLICABLE LAW.

FOR RESIDENTS OF FLORIDA

THE STOCK AND NOTES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. ANY FLORIDA PURCHASER MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE (3) DAYS AFTER (A) HE FIRST TENDERS OR PAYS TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER, OR (B) HE DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT, OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE ISSUER WITHIN SUCH THREE (3) DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER THAT IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE 1940 ACT), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(b) Subsequent Transfers.

The New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the

Securities Act is available, subject in all cases to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. The Debtors currently expect that this information requirement will be satisfied. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than $50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, holders of these securities will be required to hold them for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144 or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any share of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Reorganized Speedstar will reserve the right to require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution. Reorganized Speedstar will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144 or performed pursuant to another available exemption from the registration requirements of applicable securities laws. All Persons who receive the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any such securities except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available, and (b) such securities will be subject to the other restrictions described above.

Any Persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

ARTICLE XIII.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

13.1 ***Introduction.***

The following is a discussion of certain material U.S. federal income tax consequences of the consummation of the Plan to the Company and to certain U.S. Holders and Non-U.S. Holders (each as defined herein) of Claims, specifically only the Class 1 Claims (as used in this section, a "**Claim**"). This discussion is for general information purposes only and describes the expected tax consequences only to holders entitled to vote on the Plan. It is not a complete analysis of all potential federal income tax consequences that may result from the consummation of the Plan and does not address any tax consequences arising under any state, local or foreign tax laws or federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the "**IRC**"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the "**IRS**"), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly retroactively, resulting in federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court. **This discussion is not tax advice, and holders are urged to consult their independent tax advisors regarding the tax consequences to them of the Plan and of the ownership and disposition of the Remaining Term Loans, New Common Stock and New PIK Notes received in respect of Claims**.

For purposes of this discussion, the term "U.S. Holder" means a holder of a Claim, the Remaining Term Loans, the New Common Stock or the New PIK Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation, or entity treated as a corporation, organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes or (iv) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source.

For purposes of this discussion, a "Non-U.S. Holder" means a holder of a Claim, the Remaining Term Loans, the New Common Stock or the New PIK Notes, other than an entity or arrangement classified as a partnership for U.S. federal income tax purposes, that is not a U.S. Holder. This summary does not address all aspects of U.S. federal income taxes that may be relevant to Non-U.S. Holders in light of their personal circumstances, and does not deal with federal taxes other than the federal income tax or with non-U.S., state, local or other tax considerations. Special rules, not discussed here, may apply to certain Non-U.S. Holders, including U.S. expatriates, controlled foreign corporations, passive foreign investment

companies and corporations that accumulate earnings to avoid U.S. federal income tax. Such Non-U.S. Holders should consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. In the case of a holder that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership that holds a Claim, or will hold the Remaining Term Loans, the New Common Stock and the New PIK Notes, then you should consult your own tax advisors.

This discussion assumes that holders of Claims have held such property as "capital assets" within the meaning of IRC Section 1221 (generally, property held for investment) and that holders will hold the Remaining Term Loans, the New Common Stock and New PIK Notes as capital assets. This discussion further assumes that the First Lien Credit Agreement Claims will be treated as debt for U.S. federal income tax purposes. In the event that any of the foregoing assumptions is incorrect, or such characterization is successfully challenged by the IRS, the tax consequences of the consummation of the Plan could differ from those described below.

This discussion does not address all federal income tax considerations that may be relevant to a particular holder in light of that holder's particular circumstances or to holders subject to special rules under the federal income tax laws, such as financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax-qualified retirement plans, partnerships and other pass-through entities, holders subject to the alternative minimum tax, holders holding Claims or who will hold the Remaining Term Loans, New PIK Notes or the New Common Stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment, holders who have a functional currency other than the U.S. dollar and holders that acquired Claims in connection with the performance of services.

13.2 ***Federal Income Tax Consequences to the Company.***

(a) Cancellation of Indebtedness and Reduction of Tax Attributes.

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("**COD Income**") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (x) the amount of Cash paid, (y) the issue price of any new indebtedness issued and (z) the fair market value of any new consideration (including New Common Stock) given in satisfaction of such indebtedness at the time of the exchange. Because the Plan provides that holders of certain Claims will receive the Remaining Term Loans, the New PIK Notes and the New Common Stock, the amount of COD Income will depend on the issue price of the Remaining Term Loans, the issue price of the New PIK Notes and the fair market value of the New Common Stock. Thus, the precise amount of COD Income, if any, resulting from the exchange of Claims cannot be determined before the date of the exchange.

COD Income realized by a debtor will be excluded from income if the discharge of debt occurs in a case brought under the Bankruptcy Code, the debtor is under the court's

jurisdiction in such case and the discharge is granted by the court or is pursuant to a plan approved by the court (the "**Bankruptcy Exception**"). Because the Bankruptcy Exception will apply to the transactions consummated pursuant to the Plan, the Company will likely not be required to recognize any COD Income realized as a result of the implementation of the Plan. If and to the extent any COD Income is excluded from taxable income pursuant to the Bankruptcy Exception, the Company generally will be required to reduce certain of its tax attributes, including, but not limited to, its net operating losses ("**NOLs**"), loss carryforwards, credit carryforwards and tax basis in certain assets, as described in more detail below. If any COD Income is not excluded from taxable income, and the Company does not have sufficient losses to offset fully such COD Income, the Company may incur tax liability from such COD Income.

A debtor that does not recognize COD Income under the Bankruptcy Exception generally must reduce certain tax attributes by the amount of the excluded COD Income. Attributes subject to reduction include NOLs, NOL carryforwards and certain other losses, credits and carryforwards, and the debtor's tax basis in its assets (including stock of subsidiaries). A debtor's tax basis in its assets generally may not be reduced below the amount of liabilities remaining immediately after the discharge of indebtedness. If the debtor is a member of a consolidated group and reduces its basis in the stock of another group member, a "look-through rule" requires a corresponding reduction in the tax attributes of the lower-tier member. NOLs for the taxable year of the discharge and NOL carryovers to such year generally are the first attributes subject to reduction. However, a debtor may elect under IRC Section 108(b)(5) (the "**Section 108(b)(5) Election**") to reduce its basis in its depreciable property first. If the debtor is a member of a consolidated group, the debtor may treat stock in another group member as depreciable property for purposes of the Section 108(b)(5) Election, provided the lower-tier member consents to a corresponding reduction in its basis in its depreciable property. If a debtor makes a Section 108(b)(5) Election, the limitation on reducing the debtor's basis in its assets below the amount of its remaining liabilities does not apply.

As discussed above, the amount of COD Income, and accordingly the amount of tax attributes required to be reduced, will depend on the issue price of the Remaining Term Loans, the issue price of the New PIK Notes and the fair market value of the New Common Stock on the Effective Date. These items cannot be known with certainty until after the Effective Date. The Company anticipates that, in the year of the discharge in bankruptcy, it will utilize its available NOLs and its credits and, accordingly, in the year following its emergence from chapter 11 it will not have any NOL carryforwards or credits. The Company anticipates that immediately after the discharge of indebtedness the Company's aggregate liabilities will exceed the aggregate of the adjusted tax bases of the assets held by the Company immediately after the discharge. Accordingly, under the special rule described above, the Company anticipates that it will not be required to reduce its tax basis in its assets and will be able to continue to amortize and depreciate the remaining basis in such assets after emergence from chapter 11. The Company does not intend to make a Section 108(b)(5) Election to reduce its basis in depreciable property first.

(b) Alternative Minimum Tax.

In general, an alternative minimum tax ("**AMT**") is imposed on a corporation's alternative minimum taxable income ("**AMTI**") at a 20% rate to the extent such tax exceeds the

corporation's regular federal income tax for the taxable year. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated, with further adjustments required if AMTI, determined without regard to adjusted current earnings ("**ACE**"), differs from ACE. In addition, even though a corporation otherwise might be able to offset all of its taxable income for regular tax purposes by available NOL carryforwards, under current law only 90% of its AMTI generally may be offset by available NOL carryforwards. Accordingly, for tax periods after the Effective Date, the Reorganized Debtors may have to pay AMT regardless of whether they generate non-AMT NOLs or have sufficient non-AMT NOL carryforwards to offset regular taxable income for such periods. A corporation that pays AMT generally is later allowed a nonrefundable credit (equal to a portion of its prior year AMT liability) against its regular federal income tax liability in future taxable years when it is no longer subject to the AMT.

13.3 ***Federal Income Tax Consequences to U.S. Holders of Certain Claims.***

(a) Tax Securities.

The tax consequences of the Plan to a U.S. Holder of a Claim will generally depend in part upon (1) whether such Claim is based on an obligation that constitutes a "security" for federal income tax purposes and (2) whether all or a portion of the consideration received for such Claim is an obligation that constitutes a "security" for federal income tax purposes. The determination of whether a debt obligation constitutes a security for federal income tax purposes is complex and depends on the facts and circumstances surrounding the origin and nature of the debt obligation. Generally, obligations arising out of the extension of trade credit have been held not to be securities for tax purposes, while corporate debt obligations evidenced by written instruments with original maturities of ten years or more have been held to be securities for tax purposes. It is uncertain whether bank debt obligations with maturities of 5 to 10 years are treated as securities for tax purposes. Thus, it is uncertain whether the First Lien Credit Agreement Claims and Remaining Term Loans will be considered securities for federal tax purposes. U.S. Holders are advised to consult their tax advisors with respect to this issue.

(b) U.S. Holders of First Lien Credit Agreement Claims (Class 1).

1. **Modification of First Lien Term Loan Facility and partial exchange of First Lien Term Loan Claims for New Common Stock and New PIK Notes.**

Under applicable Treasury Regulations, a significant modification of a debt instrument will result in a deemed exchange of the "old" debt instrument for a "new" debt instrument and will be a taxable event upon which gain or loss may be recognized in certain circumstances. A modification of a debt instrument is significant if the modified instrument differs materially either in kind or extent from the original debt instrument. Pursuant to the Plan, the First Lien Credit Agreement will be modified through an extension of its maturity date, increase in interest rate and certain other changes pursuant to the First Lien Credit Agreement Amendment (together, the "**First Lien Credit Agreement Modifications**"). Additionally, a portion of First Lien Term Loan Claims will be exchanged for New Common Stock and New PIK Notes.

It is unclear whether the First Lien Credit Agreement Modifications will be treated as a significant modification of the First Lien Term Loan Facility. If the adoption of the First Lien Credit Agreement Modifications does not result in a significant modification, U.S. Holders of the First Lien Term Loan Claims will have the same adjusted tax basis in, and holding period for, the Remaining Term Loans as the U.S. Holder had with respect to the First Lien Credit Agreement immediately prior to the adoption of the First Lien Credit Agreement Modifications, with the adjusted tax basis reduced by the amount of First Lien Term Loan Claims exchanged for New Common Stock and New PIK Notes. As discussed below, the U.S. federal income tax consequences of the exchange of First Lien Term Loan Claims for New Common Stock and New PIK Notes depend on whether the First Lien Term Loan Facility and the New PIK Notes constitute securities for purposes of the "reorganization" provisions of the IRC. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Tax Securities*."

If the First Lien Credit Agreement Modifications constitute a significant modification of the First Lien Term Loan Facility, the U.S. federal income tax consequences of the First Lien Credit Agreement Modifications will depend, in part, on whether the First Lien Term Loan Facility, the Remaining Term Loans and the New PIK Notes constitute securities for purposes of the "reorganization" provisions of the IRC. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Tax Securities*."

If the First Lien Term Loan Facility, the Remaining Term Loans and New PIK Notes are treated as securities for federal income tax purposes, the modification of a portion of the First Lien Term Loan Facility and the exchange of a portion of the First Lien Term Loan Facility for the New Common Stock and New PIK Notes would constitute a recapitalization. U.S. Holders of the First Lien Term Loan Claims will not recognize gain or loss on the exchange, except to the extent that any portion of the Remaining Term Loans, New PIK Notes or New Common Stock is treated as received in satisfaction of accrued but unpaid interest. To the extent that any consideration is allocable to accrued but unpaid interest, the U.S. Holder will recognize ordinary interest income. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Other Considerations – Accrued Interest*." To the extent that any consideration is treated as a payment of fees due, such amounts may be taxed as ordinary income. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Other Considerations – Fees*."

A U.S. Holder of the First Lien Term Loan Claims would have a tax basis in the Remaining Term Loans, New Common Stock and New PIK Notes equal to the U.S. Holder's adjusted tax basis in its First Lien Term Loan Claims on the Effective Date. The aggregate tax basis should be allocated between the New Common Stock, the Remaining Term Loans and New PIK Notes based on relative fair market values. The U.S. Holder's holding period in the Remaining Term Loans, New Common Stock and New PIK Notes would include the U.S. Holder's holding period in its First Lien Term Loan Claims; provided that the basis of any portion of the Remaining Term Loans, New Common Stock and New PIK Notes treated as received in satisfaction of accrued but unpaid interest would equal the amount of such accrued but unpaid interest, and the holding period for any such Remaining Term Loans, New Common Stock and New PIK Notes would begin on the day after the Effective Date. Based on the terms to maturity of the First Lien Term Loan Claims, the Remaining Term Loans and the New PIK

Notes, it is uncertain whether the First Lien Term Loan Facility, the Remaining Term Loans and the New PIK Notes would be treated as securities for federal income tax purposes.

If the First Lien Term Loan Facility is treated as a security for federal income tax purposes, but the Remaining Term Loans and/or the New PIK Notes are not treated as a security, each holder of the First Lien Term Loan Claims will recognize gain, but not loss, in an amount equal to the lesser of (i) the issue price of the Remaining Term Loans and/or New PIK Notes and (ii) the excess of (A) the sum of the fair market value of the New Common Stock plus the issue price of the Remaining Term Loans and the issue price of the New PIK Notes over (B) the adjusted basis of the holder of its interest in the First Lien Term Loan Facility. A holder of First Lien Term Loan Claim's holding period in the New Common Stock and the Remaining Term Loans or New PIK Notes (in the case that either is treated as a security) would include the holder's holding period in the First Lien Term Loan Claims, while the holder would start a new holding period in the Remaining Term Loans and/or the New PIK Notes. The holder of First Lien Term Loan Claim's basis in the Remaining Term Loans and/or New PIK Notes would equal their issue price, and the holder of First Lien Term Loan Claim's basis in the New Common Stock and the Remaining Term Loans or New PIK Notes (in the case that either is treated as a security) would equal the holder of First Lien Term Loan Claim's basis in its First Lien Term Loan Facility less the issue price of the Remaining Term Loans and/or New PIK Notes plus the amount of gain, if any, recognized on the exchange. If either the Remaining Term Loans or New PIK Notes are treated as a security, the aggregate tax basis should be allocated between the New Common Stock and the Remaining Term Loans or New PIK Notes (as applicable) based on relative fair market values. Any gain generally will be capital gain, and will be long-term capital gain if the U.S. Holder has held the First Lien Credit Agreement Claim for more than one year as of the date of disposition. To the extent that any consideration is allocable to accrued but unpaid interest, the U.S. Holder will recognize ordinary interest income. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Other Considerations – Accrued Interest*."

If the First Lien Term Loan Facility is not treated as a security for federal income tax purposes, a U.S. Holder of a First Lien Term Loan Claim will generally recognize gain or loss on the exchange. Such gain or loss will generally be equal to the difference between (i) the sum of the issue price of the Remaining Term Loans, the fair market value of the New Common Stock received and the issue price of the New PIK Notes, except to the extent any such consideration is treated as received in satisfaction of accrued but unpaid interest or fees, and (ii) the U.S. Holder's adjusted tax basis in its interest in the First Lien Term Loan Facility. Any gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the First Lien Term Loan Facility for more than one year as of the date of disposition. To the extent that any consideration is allocable to accrued but unpaid interest, the U.S. Holder will recognize ordinary interest income. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Other Considerations – Accrued Interest*."

A U.S. Holder of a First Lien Credit Agreement Claim would have a tax basis in the Remaining Term Loans equal to the Remaining Term Loans' issue price, a tax basis in the New Common Stock equal to the fair market value of such stock on the Exchange Date and a tax basis in the New PIK Notes equal to the New PIK Notes' issue price, and the U.S. Holder's holding period in the Remaining Term Loans, the New Common Stock and the New PIK Notes

would begin on the day following the Effective Date. The issue price of the Remaining Term Loans and New PIK Notes should be the respective stated redemption price at maturity of such obligations. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

2. **Exchange of First Lien Revolving Facility Claim for Remaining Term Loans, New Common Stock and New PIK Notes**

Pursuant to the Plan, First Lien Revolving Facility Claims will be exchanged for Remaining Term Loans, New Common Stock and New PIK Notes. A U.S. Holder of a First Lien Revolving Facility Claim will generally recognize gain or loss on the exchange. Such gain or loss will generally be equal to the difference between (i) the sum of the issue price of the Remaining Term Loans, the fair market value of the New Common Stock and the issue price of the New PIK Note, except to the extent any such consideration is treated as received in satisfaction of accrued but unpaid interest or fees, and (ii) the U.S. Holder's adjusted tax basis in the First Lien Revolving Facility. Any gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the First Lien Revolving Facility for more than one year as of the date of disposition. To the extent that any consideration is allocable to accrued but unpaid interest, the U.S. Holder will recognize ordinary interest income. See "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – Other Considerations – Accrued Interest*." Any amounts allocable to fees may be taxable as ordinary income.

A U.S. Holder of a First Lien Revolving Facility Claim would have a tax basis in the Remaining Term Loans equal to the Remaining Term Loans' issue price, a tax basis in the New Common Stock equal to the fair market value of such stock on the Exchange Date, and a tax basis in the New PIK Notes equal to the New PIK Note's issue price, and the U.S. Holder's holding period in the Remaining Term Loans, New Common Stock and the New PIK Notes would begin on the day following the Effective Date. The issue price of the Remaining Term Loans, New Common Stock and the New PIK Notes should be its stated redemption price at maturity of such obligations. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

3. **Remaining Term Loans.**

Interest paid on the Remaining Term Loans will be taxable to a U.S. Holder as ordinary interest income. Upon the sale, exchange or retirement of the Remaining Term Loans, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, or retirement and the U.S. Holder's adjusted tax basis in the Remaining Term Loans. For these purposes, the amount realized does not include any amount attributable to accrued but unpaid interest. Amounts attributable to accrued but unpaid interest are treated as ordinary interest income. The Company believes that it is unlikely that the Remaining Term Loans will be issued with market discount. Accordingly, gain or loss realized on the sale, exchange or retirement of a Remaining Term Loans will generally be long-term

capital gain or loss if at the time of sale, exchange or retirement such Remaining Term Loans has been held for more than one year.

4. **New Common Stock.**

Distributions. A U.S. Holder of New Common Stock generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Common Stock to the extent such distributions are paid out of the Reorganized Debtors' current or accumulated earnings and profits as determined for federal income tax purposes. Distributions not treated as dividends for federal income tax purposes will first constitute a return of capital and will be applied against and reduce a U.S. Holder's adjusted tax basis in the New Common Stock, but not below zero. Any excess amount will be treated as gain from a sale or exchange of the New Common Stock. U.S. Holders that are treated as corporations for federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of earnings and profits.

Sale or Other Taxable Disposition. A U.S. Holder of New Common Stock will recognize gain or loss upon the sale or other taxable disposition of New Common Stock equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in the New Common Stock. Subject to the rules discussed below in "*Other Considerations—Market Discount*" and the recapture rules under IRC Section 108(e)(7), any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the New Common Stock for more than one year as of the date of disposition. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

5. **New PIK Notes.**

Because interest paid on the New PIK Notes will accrue and become payable on maturity or at the time of prepayment, the New PIK Notes will be treated as issued with original issue discount ("**OID**"). Therefore, a U.S. Holder generally will be required to accrue the OID in respect of the New PIK Notes and include such amount in gross income as ordinary interest income over the term of such New PIK Notes based on the constant yield method. Accordingly, a U.S. Holder generally will be required to include amounts in gross income in advance of the payment of cash in respect of such income. A U.S. Holder's tax basis in a New PIK Notes will be increased by the amount of any OID included in income and reduced by any cash received, if any (other than payments of qualified stated interest), with respect to such New PIK Notes.

Upon the sale, exchange or retirement of the New PIK Notes, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, or retirement and the U.S. Holder's adjusted tax basis in the New PIK Notes. For these purposes, the amount realized does not include any amount attributable to accrued but unpaid interest (other than any interest included in the OID accrual). Amounts attributable to accrued but unpaid interest (other than any interest included in the OID accrual) are treated as ordinary interest income. Gain or loss realized on the sale, exchange or retirement of a New PIK

Notes will generally be long-term capital gain or loss if at the time of sale, exchange or retirement such New PIK Notes have been held for more than one year.

(a) Other Considerations.

Accrued Interest. There is general uncertainty regarding the extent to which the receipt of cash or other property by a debt holder should be treated as attributable to accrued but unpaid interest on the debt obligation. Certain U.S. Treasury Regulations generally treat a payment under a debt instrument first as a payment of accrued interest and then as a payment of principal. Application of this rule to a final payment on a debt instrument being discharged at a discount in bankruptcy is unclear. Based on certain other authority, the Company intends to take the position that cash or property distributed pursuant to the Plan will first be allocable to the principal amount of a U.S. Holder's Claim and then, to the extent necessary, to any accrued but unpaid interest thereon. The IRS, however, could take a contrary position.

To the extent any property received pursuant to the Plan is considered attributable to accrued but unpaid interest, a U.S. Holder will recognize ordinary income to the extent the value of the property exceeds the amount of accrued but unpaid interest previously included in gross income by the U.S. Holder. A U.S. Holder's tax basis in such property should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A U.S. Holder generally will be entitled to recognize a loss to the extent any accrued interest (but not including original issue discount) previously included in its gross income is not paid in full. U.S. Holders should consult their tax advisors regarding the extent to which consideration received under the Plan should be treated as attributable to unpaid accrued interest.

Fees. To the extent that a U.S. Holder receives cash or other property for fees, expenses and other amounts due under a Claim, such amounts will generally be includible in income in accordance with the U.S. Holder's general method of tax accounting.

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

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

Any gain recognized by a U.S. Holder on the taxable disposition (determined as described above) of a debt instrument that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt instrument was considered to be held by the U.S. Holder (unless the U.S. Holder elected to

include market discount in income as it accrued). To the extent that the surrendered debt instrument that had been acquired with market discount is exchanged in a tax-free or other reorganization transaction for other property (as may occur here with respect to receipt of the New Common Stock and the Remaining Term Loans), any market discount that accrued on such debt instrument but was not recognized by the U.S. Holder may be required to be carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property may be treated as ordinary income to the extent of the accrued but unrecognized market discount with respect to the exchanged debt instrument.

Additional Tax on Investment Income. Certain individuals, estates and trusts are required to pay a 3.8% Medicare tax on "net investment income" including, among other things, interest and proceeds of sales or other dispositions in respect of securities, subject to certain exceptions. U.S. Holders should consult their tax advisors regarding the effect, if any, of this tax on their ownership and disposition of the Company's securities.

13.4 ***Federal Income Tax Consequences to Non-U.S. Holders.***

(a) Consequences to Non-U.S. Holders of the Exchange.

Subject to the discussion under "*Federal Income Tax Consequences to Non-U.S. Holders – FATCA Withholding*," any gain or interest income realized by a Non-U.S. Holder on the exchange of its First Lien Credit Agreement Claim generally will be exempt from U.S. federal income or withholding tax, provided that:

- such Non-U.S. Holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of the voting stock of the Company, is not a controlled foreign corporation related, directly or indirectly, to the Company through stock ownership, and is not a bank receiving interest described in Section 881(c)(3)(A) of the IRC;

- the statement requirement set forth in Section 871(h) or Section 881(c) of the IRC has been fulfilled with respect to the beneficial owner, as discussed below;

- such Non-U.S. Holder is not an individual who is present in the United States for 183 days or more in the taxable year of disposition or who is subject to special rules applicable to former citizens and residents of the United States; and

- such gain or interest income is not effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States.

The statement requirement referred to in the second bullet point of the preceding paragraph will generally be fulfilled if the beneficial owner of the property or cash received on the exchange certifies on IRS Form W-8BEN (or such successor form as the IRS designates) under penalties of perjury that it is not a U.S. person and provides its name and address. The Non-U.S. Holder must provide the form to the Company or its paying agent, or in the case of a

note held through a securities clearing organization, bank or other financial institution holding customers' securities in the ordinary course of its trade or business, to such organization, bank or other financial institution, which must in turn provide to the Company or its paying agent a statement that it has received the form and furnish a copy thereof; provided that a non-U.S. financial institution will fulfill this requirement by filing IRS Form W-8IMY if it has entered into an agreement with the IRS to be treated as a qualified intermediary. These forms must be periodically updated.

If a Non-U.S. Holder is engaged in a trade or business in the United States, and if any gain or interest income realized on the exchange of its Claim is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding tax discussed in the preceding paragraphs, will generally be subject to regular U.S. federal income tax on such gain or interest income in the same manner as if it were a U.S. Holder. In lieu of the certificate described in the preceding paragraph, such a Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates), in the manner described above, in order to claim an exemption from withholding tax. In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

(b) Consequences to Non-U.S. Holders of Holding the New Common Stock.

This summary assumes that no item of income or gain in respect of the New Common Stock will at any time be effectively connected with a U.S. trade or business conducted by the Non-U.S. Holder.

1. **Dividends on New Common Stock.**

Subject to the discussion under "*Federal Income Tax Consequences to Non-U.S. Holders – FATCA Withholding*," dividends paid to a Non-U.S. Holder (to the extent paid out of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes) generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. To claim the benefit of a tax treaty a Non-U.S. Holder must provide a properly executed IRS Form W-8BEN (or such successor form as the IRS designates), in the manner described above, prior to the payment of the dividends. A Non-U.S. Holder that is eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund from the IRS of any excess amounts withheld by filing timely an appropriate claim for refund with the IRS.

2. **Gain on Disposition of New Common Stock.**

Subject to the discussion under "*Federal Income Tax Consequences to Non-U.S. Holders – FATCA Withholding*," a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition of New Common Stock, unless:

- such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition or who is subject to special rules applicable to former citizens and residents of the United States; or

- the Company is or has been during a specified testing period a "U.S. real property holding corporation" for U.S. federal income tax purposes.

The Company believes that it is not currently, and does not anticipate becoming, a "U.S. real property holding corporation" for U.S. federal income tax purposes, but no assurances can be given in this regard.

(c) FATCA Withholding

Pursuant to Sections 1471 through 1474 of the IRC, commonly known as the Foreign Account Tax Compliance Act ("**FATCA**"), a 30% withholding tax ("**FATCA withholding**") may be imposed on certain payments to certain foreign financial institutions, investment funds and other non-U.S. persons receiving payments on an holder's behalf if the holder or such persons fail to comply with certain information reporting requirements. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations, may modify this regime. Payments of interest (including OID) and dividends (including constructive distributions treated as dividends) that an holder receives in respect of the Remaining Term Loans, New Common Stock or New PIK Notes, as applicable, could be affected by this withholding if such holder is subject to the FATCA information reporting requirements and fail to comply with them or if such holder holds the Remaining Term Loans, New Common Stock or New PIK Notes, as applicable, through a non-U.S. person (*e.g.*, a foreign bank or broker) that fails to comply with these requirements (even if payments to an holder would not otherwise have been subject to FATCA withholding). Payments of gross proceeds from a sale or other disposition of the Remaining Term Loans, New Common Stock or New PIK Notes, as applicable, could also be subject to FATCA withholding unless such disposition occurs before January 1, 2019. Holders should consult their own tax advisors regarding the relevant U.S. law and other official guidance on FATCA withholding.

13.5 ***Information Reporting and Backup Withholding.***

The Reorganized Debtors (or their paying agent) may be obligated to furnish information to the IRS regarding the consideration received by holders (other than corporations and other exempt holders) pursuant to the Plan. In addition, the Reorganized Debtors will be required to report annually to the IRS with respect to each holder (other than corporations and other exempt holders) the amount of interest paid and OID, if any, accrued on the Remaining Term Loans, the amount of dividends paid on the New Common Stock, and the amount of any tax withheld from payment thereof. The IRS may make the information returns reporting such interest and dividends and withholding available to tax authorities in the country in which a Non-U.S. Holder is resident.

U.S. Holders may be subject to backup withholding (currently at a rate of 28%) on the consideration received pursuant to the Plan. Backup withholding may also apply to interest, OID and principal payments on the Remaining Term Loans, dividends paid on the New

Common Stock and proceeds received upon sale or other disposition of the Remaining Term Loans or the New Common Stock. Certain holders (including corporations) generally are not subject to backup withholding. A holder that is not otherwise exempt generally may avoid backup withholding by furnishing to the Reorganized Debtors (or their paying agent) its taxpayer identification number and certifying, under penalties of perjury, that the taxpayer identification number provided is correct and that the holder has not been notified by the IRS that it is subject to backup withholding.

Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against their federal income tax liability or may claim a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

THE FOREGOING DISCUSSION OF FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN. NEITHER THE PROPONENTS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.

ARTICLE XIV.
PROCEDURES FOR RESOLVING CLAIMS

14.1 *Objections to Claims.*

Other than with respect to Fee Claims, only the Reorganized Debtors shall be entitled to object to Claims after the Effective Date. Any objections to those Claims (other than Administrative Expense Claims) shall be served and filed on or before the later of: (a) the date that is 180 days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof (for the avoidance of doubt, this objection deadline may be extended one or more times by the Bankruptcy Court). Any Claims filed after the Bar Date or Administrative Bar Date, as applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person wishing to file such untimely Claim has received the Bankruptcy Court's authorization to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (c) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been

subsequently withdrawn). From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

14.2 ***Amendment to Claims.***

From and after the Confirmation Date, no proof of Claim may be amended to increase or assert additional claims not reflected in a previously timely filed Claim (or Claim scheduled on the applicable Debtor's Schedules, unless superseded by a filed Claim), and any such Claim shall be deemed Disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

14.3 ***Disputed Claims.***

Disputed Claims shall not be entitled to any Distributions unless and until they become Allowed Claims.

14.4 ***Estimation of Claims.***

The Debtors or the Reorganized Debtors may request that the Bankruptcy Court enter an Estimation Order with respect to any Claim, pursuant to section 502(c) of the Bankruptcy Code, for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time (including during the pendency of any appeal with respect to the allowance or disallowance of such Claims). In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the objecting party may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, resolved or withdrawn by any mechanism approved by the Bankruptcy Court.

14.5 ***Expenses Incurred on or After the Effective Date.***

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by any Professional Person or the Claims Agent on or after the Effective Date in connection with implementation of the Plan, including reconciliation of, objection to, and settlement of Claims, shall be paid in Cash by the Reorganized Debtors.

ARTICLE XV.

CONCLUSION

This Disclosure Statement contains summaries of certain agreements that the Company has entered into or expects to enter into in connection with the Plan. The descriptions contained in this Disclosure Statement of these agreements are not purported to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements, copies of which, once complete, will be made available without charge to you by making a written request at the following address:

Transtar Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3th Floor
New York, New York 10022

The Company believes that confirmation and implementation of the Plan is preferable to any of the alternatives described herein because it will provide the greatest recovery to holders of Claims and Interests. Other alternatives would involve significant delay, uncertainty and substantial administrative costs and are likely to reduce any return to creditors who hold Claims or Interests.

Dated: November 19, 2016
Walton Hills, Ohio

Respectfully submitted,

SPEEDSTAR HOLDING CORPORATION,
TRANSTAR HOLDING COMPANY,
and on behalf of their domestic subsidiaries

By: /s/ Joseph Santangelo
Joseph Santangelo
Chief Financial Officer and/or
Authorized Signatory of Debtors and
Debtors in Possession

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019
(212) 728-8000
Counsel for the Company

Exhibits

- Plan (Exhibit 1);
- Restructuring Support Agreement (Exhibit 2);
- Prepetition Organizational Chart (Exhibit 3);
- Liquidation Analysis (Exhibit 4); and
- Reorganized Company's Projected Financial Information (Exhibit 5).

EXHIBIT 1

Plan

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
DACCO Transmission Parts (NY), Inc., et al.,[1]	:	Case No. 16-_____ ( )
Debtors.	:	(Joint Administration Pending)

JOINT PREPACKAGED PLAN OF REORGANIZATION FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS

Dated: New York, New York
November 19, 2016

WILLKIE FARR & GALLAGHER LLP
Proposed Counsel for the Debtors and Debtors in Possession
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

[1] A list of the Debtors in these chapter 11 cases is attached as Schedule I hereto. The Debtors' executive headquarters are located at 7350 Young Drive, Walton Hills, OH 44146.

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

A. Definitions.

The capitalized terms set forth below shall have the following meanings:

1.1 ***Administrative Agent*** means, as applicable, the First Lien Credit Facility Agent or the Second Lien Credit Facility Agent.

1.2 ***Administrative Claim*** means a Claim, other than a Fee Claim, a claim for payment of U.S. Trustee Fees or a DIP Claim, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the business of the Debtors (such as wages, salaries or commissions for services rendered).

1.3 ***Allowed _____ Claim*** means a Claim that is Allowed in the specified Class. For example, an Allowed Class 1 Claim or an Allowed First Lien Credit Agreement Claim is an Allowed Claim in the First Lien Credit Agreement Claims Class designated herein as Class 1.

1.4 ***Allowed*** means, with respect to any Claim or Interest, to the extent such Claim or Interest is: (a) not Disputed; and (b)(i) is scheduled by the Debtors in their schedules of assets and liabilities (if filed) pursuant to the Bankruptcy Code and Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated or disputed and for which no contrary proof of claim has been filed, (ii) proof of which has been timely filed, or deemed timely filed, with the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Bankruptcy Court, or late filed with leave of the Bankruptcy Court; and not objected to within the period fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules and/or applicable orders of the Bankruptcy Court, (iii) has been allowed by an agreement between the holder of such Claim or Interest and the Debtors or Reorganized Debtors, or (iv) has otherwise been allowed by a Final Order or pursuant to the Plan. An Allowed Claim: (a) includes a previously Disputed Claim to the extent such Disputed Claim becomes allowed; and (b) shall be net of any setoff amount that may be asserted by any Debtor against the holder of such Claim, which shall be deemed to have been setoff in accordance with the provisions of the Plan.

1.5 ***Ballot*** means the ballot distributed to each holder of a Claim or Interest eligible to vote on the Plan, on which ballot such holder of a Claim or Interest may, inter alia, vote for or against the Plan.

1.6 ***Bankruptcy Code*** means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to the Reorganization Cases.

1.7 ***Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of New York, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

1.8 ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Southern District of New York), as applicable to the Reorganization Cases.

1.9 ***Bar Date*** means any deadline for filing proof of a Claim that arose on or prior to the Petition Date, if any, as established by an order of the Bankruptcy Court or the Plan.

1.10 ***Business Day*** means any day except a Saturday, Sunday, or "legal holiday" as such term is defined in Bankruptcy Rule 9006(a).

1.11 ***Cash*** means cash and cash equivalents, including, but not limited to, bank deposits, checks, and other similar items in the legal tender of the United States of America.

1.12 ***Causes of Action*** means any and all actions, causes of action (including causes of action under sections 362, 510, 542 through 550, and 553 of the Bankruptcy Code), suits, accounts, controversies, obligations, judgments, damages, demands, debts, rights, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment, and claims (as defined in section 101(5) of the Bankruptcy Code), whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or tort, arising in law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; and (c) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.13 ***Claim*** means a claim against a Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.14 ***Class*** means a group of Claims or Interests classified by the Plan pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article III of the Plan.

1.15 ***Confirmation Date*** means the date the Bankruptcy Court enters the Confirmation Order on its docket.

1.16 ***Confirmation Hearing*** means the hearing to adjudicate confirmation of the Plan.

1.17 ***Confirmation Order*** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders, and solely with respect to the Majority Equity Holder Release, the Majority Equity Holder.

1.18 ***Consenting First Lien Lenders*** shall mean those certain First Lien Lenders party to the Restructuring Support Agreement.

1.19 ***Continuing Creditor Election*** shall mean an agreement between any Ordinary Course General Unsecured Creditor and the Debtors, the form of which shall be included in the Plan Supplement.

1.20 ***Corporate Form Conversion*** shall have the meaning ascribed to such term in Section 8.2 of the Plan.

1.21 ***Corporate Form Election*** shall have the meaning ascribed to such term in Section 8.2 of the Plan.

1.22 ***Creditors' Committee*** means the Official Committee of Unsecured Creditors in the Reorganization Cases, if any, as appointed by the Office of the United States Trustee for the Southern District of New York, and as may be reconstituted from time to time.

1.23 ***Cure Amount*** shall have the meaning ascribed to such term in Section 9.3(a) of the Plan.

1.24 ***Cure Dispute*** shall have the meaning ascribed to such term in Section 9.3(b) of the Plan.

1.25 ***Debtors*** means Speedstar Holding Corporation, Transtar Holding Company, DACCO Transmission Parts (NY), Inc., ABC Transmission Parts Warehouse, Inc., Alma Products I, Inc., Atco Products, Inc., Axiom Automotive Holdings Corp., Axiom Automotive Technologies, Inc., Axiom Technologies Holding Corp., Inc., DACCO, Incorporated, DACCO Transmission Parts (CA), Inc., DACCO Transmission Parts (CO), Inc., DACCO Transmission Parts (LA), Inc., DACCO Transmission Parts (NC), Inc., DACCO Transmission Parts (NJ), Inc., DACCO Transmission Parts (NM), Inc., DACCO/Detroit of Alabama, Inc., DACCO/Detroit of Arizona, Inc., DACCO/Detroit of Chattanooga, Inc., DACCO/Detroit of Florida, Inc., DACCO/Detroit of Georgia, Inc., DACCO/Detroit of Indiana, Inc., DACCO/Detroit of Kentucky, Inc., DACCO/Detroit of Maryland, Inc., DACCO/Detroit of Memphis, Inc., DACCO/Detroit of Michigan, Inc., DACCO/Detroit of Minnesota, Inc., DACCO/Detroit of Missouri, Inc., DACCO/Detroit of New Jersey, Inc., DACCO/Detroit of Ohio, Inc., DACCO/Detroit of Oklahoma, Inc., DACCO/Detroit of Pennsylvania, Inc., DACCO/Detroit of South Carolina, Inc., DACCO/Detroit of Texas, Inc., DACCO/Detroit of Virginia, Inc., DACCO/Detroit of West Virginia, Inc., DACCO/Detroit of Wisconsin, Inc., DIY Transmission Parts LLC, ETX Holdings, Inc., ETX Transmissions, Inc., ETX, Inc., Michigan Equipment Corporation, Nashville Transmission Parts, Inc., Transtar Autobody Technologies, Inc., Transtar Group, Inc., Transtar Industries, Inc., and Transtar International, Inc.

1.26 ***DIP Agent*** means Silver Point Finance, LLC (or one of its affiliates), in its capacity as administrative agent, collateral agent and L/C Arranger under and as defined in the DIP Credit Agreement.

1.27 ***DIP Claim*** means a Claim of a DIP Lender in respect of the obligations of the Debtors arising under the DIP Facility.

1.28 ***DIP Credit Agreement*** means that certain senior secured debtor-in-possession credit agreement, dated November **[●],** 2016, by and among Speedstar, as Holdings, Transtar, as Borrower, the DIP Agent, and the DIP Lenders, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein).

1.29 ***DIP Facility*** means the senior secured debtor-in-possession delayed draw credit facility provided under the DIP Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

1.30 ***DIP Lenders*** means the lenders that are party to the DIP Facility.

1.31 ***DIP Order*** means that certain order or orders of the Bankruptcy Court authorizing and approving the DIP Facility and approving the Debtors' use of cash collateral.

1.32 ***Disallowed*** means (a) a finding of the Bankruptcy Court in a Final Order or (b) a provision of the Plan, in each case providing that a Claim or a portion thereof shall not be an Allowed Claim.

1.33 ***Disbursing Agent*** means the entity or entities, which may be a Reorganized Debtor, designated by the Debtors or the Reorganized Debtors, as applicable, to make Distributions under the Plan. For the avoidance of doubt, the DIP Agent shall serve as Disbursing Agent for holders of DIP Claims under the DIP Credit Agreement, the First Lien Credit Facility Agent shall serve as Disbursing Agent for holders of First Lien Credit Agreement Claims and the Second Lien Credit Facility Agent shall serve as Disbursing Agent for holders of Second Lien Credit Agreement Claims.

1.34 ***Disclosure Statement*** means the Disclosure Statement that relates to the Plan and is approved by the Bankruptcy Court pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, as such Disclosure Statement may be amended, modified, or supplemented (and all exhibits and schedules annexed thereto or referred to therein and all supplements thereto).

1.35 ***Disputed*** means, with respect to a Claim or Interest, that portion (including, when appropriate, the whole) of such Claim or Interest that: (a) if the Debtors are required by the Bankruptcy Court to file schedules of assets and liabilities, (i) has not been scheduled by the Debtors or has been scheduled in a lesser amount or priority than the amount or priority asserted by the holder of such Claim or Interest; or (ii) has been scheduled by the Debtors as contingent, unliquidated or disputed and for which no proof of claim has been timely filed; (b) is the subject of an objection or request for estimation filed in the Bankruptcy Court which has not been withdrawn or overruled by a Final Order; and/or (c) is otherwise disputed by

any of the Debtors or Reorganized Debtors in accordance with applicable law, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

1.36 ***Distribution*** means the distribution, in accordance with the terms of the Plan, of (i) Cash, (ii) obligations under the First Lien Credit Agreement Amendment, (iii) New PIK Notes, and (iv) New Common Stock, in each case, if any, and as the case may be.

1.37 ***Distribution Address*** means the address set forth in the relevant proof of claim. If no proof of claim is filed in respect to a particular Claim, then the address set forth in the Debtors' books and records or register maintained for registered securities; provided, that, with respect to First Lien Credit Agreement Claims, the Distribution Address shall be the address of the First Lien Credit Facility Agent and with respect to Second Lien Credit Agreement Claims, the Distribution Address shall be the address of the Second Lien Credit Facility Agent.

1.38 ***Distribution Date*** means (a) with respect to the DIP Claims, the earlier of (i) the maturity date of the DIP Facility as provided in the documents evidencing such facility, or (ii) the Effective Date; (b) with respect to the First Lien Credit Agreement Claims, the Effective Date, (c) with respect to Administrative Claims, Other Priority Claims, Priority Tax Claims, Other Secured Claims, and General Unsecured Claims, the date that is the latest of: (i) the Effective Date (or as soon thereafter as reasonably practicable); (ii) the date such Claim would ordinarily be due and payable; and (iii) the date (or as soon thereafter as reasonably practicable) that is fifteen (15) days (or, if such date is not a Business Day, on the next Business Day thereafter) after such Claim becomes an Allowed Claim or otherwise becomes payable under the Plan, and (d) with respect to Fee Claims, the date (or as soon thereafter as reasonably practicable) that such Claims are allowed by Final Order of the Bankruptcy Court.

1.39 ***Distribution Record Date*** means, with respect to all Classes for which Distributions are to be made, the Effective Date.

1.40 ***Effective Date*** means a date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which the Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 11.2 of this Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

1.41 ***Estates*** means the estates created in the Reorganization Cases pursuant to section 541 of the Bankruptcy Code.

1.42 ***Estimated Fee Claims*** shall have the meaning ascribed to such term in Section 4.4 of the Plan.

1.43 ***Exchanged First Lien Credit Agreement Claims*** shall have the meaning ascribed to such term in Section 5.1 of the Plan.

1.44 ***Existing Interests*** means all existing Interests in Speedstar.

1.45 ***Fee Claim*** means a Claim by a (a) Professional Person (other than an ordinary course professional retained pursuant to an order of the Bankruptcy Court) for compensation or reimbursement pursuant to section 327, 328, 330, 331, 503(b) or 1103(a) of the

Bankruptcy Code in connection with the Reorganization Cases; or (b) member of the Creditors' Committee, if any, arising under section 503(b)(3)(F) of the Bankruptcy Code.

1.46 ***FFL*** means Friedman Fleischer & Lowe, LLC.

1.47 ***Final Order*** means an order or judgment of the Bankruptcy Court, as entered on the docket of the Bankruptcy Court, that has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing, remand or certiorari is pending; or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.48 ***First Lien Credit Agreement*** means that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012, among Speedstar Holding Corporation, as Holdings, Transtar Holding Company, as Borrower, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

1.49 ***First Lien Credit Agreement Amendment*** means that certain amendment to the First Lien Credit Agreement, substantially in the form set forth in the Plan Supplement, which shall be entered into on and as of the Effective Date.

1.50 ***First Lien Credit Agreement Claim*** means any Claim arising under the First Lien Credit Agreement, including any: (i) First Lien Revolving Facility Claim; and (ii) First Lien Term Loan Claim.

1.51 ***First Lien Credit Facility Agent*** means Royal Bank of Canada, as administrative agent and collateral agent under the First Lien Credit Agreement.

1.52 ***First Lien Lenders*** means the lenders under the First Lien Credit Agreement.

1.53 ***First Lien Revolving Credit Facility*** means that certain $50,000,000 revolving credit facility governed by the First Lien Credit Agreement.

1.54 ***First Lien Revolving Facility Claim*** means any Claim arising under the First Lien Revolving Credit Facility.

1.55 ***First Lien Term Loan Claim*** means any Claim arising under the First Lien Term Loan Facility.

1.56 ***First Lien Term Loan Facility*** means that certain term loan in the principal amount of $370,000,000 made pursuant to the First Lien Credit Agreement.

1.57 ***General Unsecured Claim*** means any Claim that is not: (a) an Administrative Claim, (b) an Other Priority Claim, (c) a Priority Tax Claim, (d) a claim for U.S. Trustee Fees, (e) an Other Secured Claim, (f) a DIP Claim, (g) a First Lien Credit Agreement Claim, (h) a Fee Claim or (i) an Intercompany Claim. For the avoidance of doubt, all Second Lien Credit Agreement Claims are General Unsecured Claims.

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

1.59 ***Intercompany Claim*** means any Claim (including an Administrative Claim), cause of action, or remedy against a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.60 ***Intercompany Interest*** means an Interest, other than an Existing Interest, in a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.61 ***Interest*** means any equity interest in any Debtor, including an equity security within the meaning of section 101(16) of the Bankruptcy Code or any option, warrant, or right, contractual or otherwise, to acquire any such interest.

1.62 ***L/C Exposure*** shall have the meaning ascribed to such term in the First Lien Credit Agreement.

1.63 ***L/C Issuer*** shall have the meaning ascribed to such term in the First Lien Credit Agreement.

1.64 ***Management Incentive Plan*** means the management incentive plan which shall be adopted by the Reorganized Debtors on or around the Effective Date, pursuant to which certain members of the Reorganized Debtors' management shall receive New Common Stock and New PIK Notes, subject to the terms and conditions of such plan.

1.65 ***Majority Consenting Lenders*** shall have the meaning ascribed to such term in the Restructuring Support Agreement.

1.66 ***Majority Equity Holder*** means FFL, funds managed by FFL that hold equity interests in Speedstar, the general partner of such funds, and their affiliates.

1.67 ***Majority Equity Holder Contribution*** shall mean a payment of $2.5 million in Cash by the Majority Equity Holder to the Debtors or Reorganized Debtors, as applicable.

1.68 ***Majority Equity Holder Release*** shall have the meaning ascribed to such term in Section 8.19 of the Plan.

1.69 ***New Board*** means the board of directors of Reorganized Speedstar on and after the Effective Date.

1.70 ***New Common Stock*** means the new common stock of Reorganized Speedstar, described in Article VII hereof, issued on the Effective Date and distributed in the manner provided by the Plan, which shall represent one hundred percent (100%) of the outstanding common stock of Reorganized Speedstar on the Effective Date.

1.71 ***New Intercreditor Agreement*** that certain intercreditor agreement by and between the Senior Exit Facility Agent and the First Lien Credit Facility Agent, dated as of the Effective Date.

1.72 ***New PIK Notes*** means $60 million in unsecured convertible notes to be issued by Reorganized Speedstar with the terms set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

1.73 ***New Stockholders Agreement*** means that certain agreement governing the rights, duties and obligations of holders of the New Common Stock of Reorganized Speedstar, substantially in the form set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

1.74 ***Ordinary Course General Unsecured Claim*** means any General Unsecured Claim that is (i) a Trade Claim, or (ii) associated with the Debtors' ordinary course operations (including Claims held by employees and ordinary course professionals, as well as Claims related to information technology and/or safety capital expenses), or (iii) related to a pension plan or other postemployment benefit.

1.75 ***Other Priority Claim*** means any Claim entitled to priority pursuant to section 507(a) or 507(b) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) a Fee Claim; (d) a DIP Claim; or (e) any Claim for "adequate protection" of the secured interests of the First Lien Lenders.

1.76 ***Other Secured Claim*** means a Secured Claim other than a DIP Claim, a First Lien Credit Agreement Claim, or an Intercompany Claim. For the avoidance of doubt, no Second Lien Credit Agreement Claim shall constitute an Other Secured Claim.

1.77 ***Person*** means any individual, corporation, partnership, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, including, for the avoidance of doubt, the Creditors' Committee, if any, Interest holders, current or former employees of the Debtors, or any other entity.

1.78 ***Petition Date*** means [ ], 2016.

1.79 ***Plan*** means this Joint Prepackaged Plan of Reorganization, dated as of the date set forth on the first page hereof, for the Debtors, together with any amendments or modifications hereto as the Debtors may file hereafter (such amendments or modifications only being effective if approved by order of the Bankruptcy Court), which shall be in form and substance satisfactory to the Debtors and the Majority Consenting Lenders.

1.80 ***Plan Documents*** means the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New PIK Notes, the New Stockholders Agreement, the Schedule of Rejected Contracts and Leases, the list of proposed officers and directors of the Reorganized Debtors, the amended certificates of incorporation of the Reorganized Debtors, the amended by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

1.81 ***Plan Supplement*** means the supplemental appendix to the Plan, which contains, among other things, substantially final forms or executed copies, as the case may be, of the Plan Documents.

1.82 ***Priority Tax Claim*** means any Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.83 ***Pro Rata*** means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in such Class, excluding Disallowed Claims or Disallowed Interests.

1.84 ***Professional Person*** means a Person retained by order of the Bankruptcy Court in connection with the Reorganization Cases, pursuant to section 327, 328, 330 or 1103 of the Bankruptcy Code.

1.85 ***Reinstated*** **or** ***Reinstatement*** means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a provision allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable and contractual rights to which the Claim entitles the holder thereof.

1.86 ***Released Parties*** means each of, and solely in its capacity as such: (a) the Debtors and each of their non-Debtor direct or indirect subsidiaries; (b) the First Lien Credit Facility Agent; (c) the Consenting First Lien Lenders; (d) the Majority Equity Holder; (e) the DIP Lenders; (f) the DIP Agent; (g) the manager, management company or investment advisor of any of the foregoing; and (h) with respect to each of the foregoing entities in clauses (a) through (g), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.87 ***Releasing Party*** means each of, and solely in its capacity as such, (a) the First Lien Credit Facility Agent; (b) the Consenting First Lien Lenders; (c) the Majority Equity Holder; (d) the DIP Lenders; (e) the DIP Agent; (f) any holder of a Claim who voted to accept the Plan; (g) any holder of a Claim who voted to reject the Plan but who affirmatively elected to

provide releases by checking the appropriate box on the Ballot; (h) the manager, management company or investment advisor of any of the foregoing; and (j) with respect to the foregoing entities in clauses (a) through (h), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.88 ***Remaining Term Loans*** shall have the meaning ascribed to such term in Section 5.1 of the Plan.

1.89 ***Reorganization Cases*** means the chapter 11 cases of the Debtors pending before the Bankruptcy Court.

1.90 ***Reorganized Debtor*** means each Debtor on and after the Effective Date.

1.91 ***Reorganized Speedstar*** means Speedstar Holding Corporation on and after the Effective Date.

1.92 ***Restructuring Support Agreement*** means that certain agreement among the Debtors, the Consenting First Lien Lenders and the Majority Equity Holder, dated as of November 18, 2016, with respect to the Restructuring Transaction, including all attachments and exhibits thereto (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein).

1.93 ***Restructuring Transaction*** shall have the meaning ascribed to such term in Section 8.1 of the Plan.

1.94 ***Revolving Credit Commitments*** shall have the meaning ascribed to such term in the First Lien Credit Agreement.

1.95 ***Second Lien Credit Agreement*** means that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012, among Speedstar, as Holdings, Transtar, as Borrower, Cortland Capital Market Services, LLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

1.96 ***Second Lien Credit Agreement Claim*** means any Claim arising under the Second Lien Credit Agreement.

1.97 ***Second Lien Credit Facility Agent*** means Cortland Capital Market Services, LLC, as administrative agent and collateral agent under the Second Lien Credit Agreement.

1.98 ***Second Lien Lenders*** means the lenders under the Second Lien Credit Agreement.

1.99 ***Secured Claim*** means, pursuant to section 506 of the Bankruptcy Code and section 1111 of the Bankruptcy Code, as applicable, that portion of a Claim that is secured by a valid, perfected and enforceable security interest, lien, mortgage or other encumbrance, that

is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of a Debtor in and to property of such Debtor's Estate, to the extent of the value of the holder's interest in such property as of the relevant determination date. The defined term Secured Claim includes any Claim that is a secured Claim pursuant to sections 506 and 553 of the Bankruptcy Code.

1.100 ***Securities Act*** means the United States Securities Act of 1933, as amended.

1.101 ***Senior Exit Facility Agent*** means the administrative agent and collateral agent under the Senior Exit Facility Credit Agreement.

1.102 ***Senior Exit Facility Credit Agreement*** means that certain credit agreement governing the Senior Exit Facility, dated as of the Effective Date, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein), which shall be implemented on terms consistent with those set forth in the Restructuring Support Agreement.

1.103 ***Senior Exit Facility*** means the $74.15 million super-senior secured delayed draw credit facility provided under the Senior Exit Facility Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

1.104 ***Senior Exit Facility Distribution*** means (a) 8.75% of the New Common Stock and 8.75% of the New PIK Notes, to be distributed to the Senior Exit Facility Lenders and (b) 8.75% of the New Common Stock and 8.75% of the New PIK Notes, to be distributed to the Senior Exit Facility Lenders who signed the Restructuring Support Agreement prior to November 19, 2016 at 12:00 p.m. (prevailing Eastern Time), in each case subject to dilution by the Management Incentive Plan.

1.105 ***Senior Exit Facility Lenders*** means the lenders under the Senior Exit Facility Credit Agreement (composed of Consenting First Lien Lenders that elect to participate in the Senior Exit Facility).

1.106 ***Speedstar*** means Speedstar Holding Corporation, a Delaware corporation.

1.107 ***Trade Claim*** means any prepetition Claim held by a Trade Creditor in its capacity as a Trade Creditor.

1.108 ***Trade Creditor*** means a vendor, supplier, or other trade creditor of the Debtors.

1.109 ***Transaction Expenses*** shall have the meaning ascribed to such term in the Restructuring Support Agreement.

1.110 ***Transtar*** means Transtar Holding Company, a Delaware corporation.

1.111 ***United States Trustee*** means the Office of the United States Trustee for the Southern District of New York.

1.112 ***Unimpaired*** means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired.

1.113 ***U.S. Trustee Fees*** means fees arising under 28 U.S.C. § 1930(a)(6) and accrued interest thereon arising under 31 U.S.C. § 3717.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. Except for the rules of construction contained in section 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of the Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. Appendices and Plan Documents.

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. The documents contained in the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, access the Plan Documents online at https://cases.primeclerk.com/transtar, or obtain a copy of the Plan Documents by a written request sent to the Debtors' claims agent at the following address:

Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, NY 10022
Attention: Benjamin Schrag
Telephone: (212) 257-5460
E-mail: TranstarInfo@primeclerk.com

ARTICLE II

METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS

2.1 *General Rules of Classification.*

Generally, a Claim is classified in a particular Class for voting and distribution purposes only to the extent the Claim qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes. Unless otherwise provided, to the extent a Claim qualifies for inclusion in a more specifically defined Class and a more generally defined Class, it shall be included in the more specifically defined Class.

2.2 *Settlement.*

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, all claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against any Released Party, or holders of Claims, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, creditors and other parties in interest, and are fair, equitable and within the range of reasonableness. The provisions of the Plan, including, without limitation, its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

2.3 *Formation of Debtor Groups for Convenience Purposes.*

The Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan and making Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities.

2.4 *Administrative, DIP Lender, Fee and Priority Tax Claims.*

Administrative Claims, DIP Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Article III in accordance with section 1123(a)(1) of the Bankruptcy Code.

2.5 *Deadline for Filing Fee Claims.*

All proofs or applications for payment of Fee Claims must be filed with the Bankruptcy Court by the date that is forty-five (45) days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter). **Any Person that fails to file such a proof of Claim or application on or before such date shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Claim.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than sixty-five (65) days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter) or such other date as established by the Bankruptcy Court.

2.6 *U.S. Trustee Fees.*

On the Effective Date or as soon as practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees that are then due. Any U.S. Trustee Fees due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Reorganization Case, or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case. Any deadline for filing Administrative Claims or Fee Claims shall not apply to U.S. Trustee Fees.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

The following table designates the Classes of Claims and Interests under the Plan and specifies which Classes are: (a) Impaired or Unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan:

Class	Designation	Impairment	Entitled to Vote
Class 1	First Lien Credit Agreement Claims	Yes	Yes
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4	General Unsecured Claims	Yes	No (Deemed to reject)
Class 5	Intercompany Claims	No	No (Deemed to accept)
Class 6	Intercompany Interests	No	No (Deemed to accept)
Class 7	Existing Interests	Yes	No (Deemed to reject)

ARTICLE IV

TREATMENT OF UNIMPAIRED CLASSES

4.1 *DIP Claims.*

The DIP Claims shall be deemed to be Allowed Claims under the Plan. In full satisfaction, settlement, release and discharge of the Allowed DIP Claims, on the Effective Date, all Allowed DIP Claims shall be paid in full in Cash or refinanced by and with proceeds of the Senior Exit Facility. Upon payment and satisfaction in full of all Allowed DIP Claims, all Liens and security interests granted to secure such obligations, whether Claims in the Reorganization Cases or otherwise, shall be terminated and of no further force or effect. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and liens available pursuant to the DIP Facility and the DIP Order.

4.2 *Administrative Claims.*

Each holder of an Allowed Administrative Claim shall be paid 100% of the unpaid Allowed amount of such Claim in Cash on the Distribution Date. Notwithstanding the immediately preceding sentence, Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims. Notwithstanding the foregoing, the holder of an Allowed Administrative Claim may receive such other, less favorable treatment as may be agreed upon by the claimant and the Debtors or Reorganized Debtors.

4.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

4.4 *Fee Claims.*

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 2.5 of the Plan shall be payable by the Reorganized Debtors to the extent approved by a Final Order. Prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors estimates of any accrued but unpaid Fee Claims (collectively, the "***Estimated Fee Claims***"). On the Effective Date, the Debtors or Reorganized Debtors shall reserve and hold in an account Cash in an amount equal to the aggregate amount of each unpaid Estimated Fee Claim as of the Effective Date (minus any unapplied retainers). Such Cash shall be disbursed solely to the holders of Allowed Fee Claims as soon as reasonably practicable after a Fee Claim becomes an Allowed Claim. Upon payment of Allowed Fee Claims, Cash remaining in such account shall be reserved until all other applicable Allowed Fee Claims have been paid in full or all remaining applicable Fee Claims have been Disallowed or not otherwise permitted by Final Order, at which time any remaining Cash held in reserve with respect to the Estimated Fee Claims shall become the sole and exclusive property of the Reorganized Debtors.

In the event that the aggregate amount of the Estimated Fee Claims is less than the aggregate amount of the Allowed Fee Claims, the Debtors or the Reorganized Debtors shall nonetheless be required to satisfy each Allowed Fee Claim in full, in Cash as soon as reasonably practicable after such Fee Claim becomes an Allowed Claim.

4.5 ***Other Secured Claims – Class 2.***

The legal, equitable, and contractual rights of holders of Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Secured Claim in the ordinary course of business.

4.6 ***Other Priority Claims – Class 3.***

The legal, equitable, and contractual rights of holders of Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Allowed Other Priority Claim in the ordinary course of business.

4.7 ***Intercompany Claims – Class 6.***

Each Intercompany Claim shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.

4.8 ***Intercompany Interests – Class 7.***

Intercompany Interests shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.

ARTICLE V

TREATMENT OF IMPAIRED CLASSES

5.1 ***First Lien Credit Agreement Claims – Class 1.***

On the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 hereof), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) one hundred percent (100%) of the New Common Stock of Reorganized Speedstar and (b) 100% of the New PIK Notes (in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution) as payment in full, and in full and final satisfaction of, its Pro Rata share of $224,600,000 of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of $1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the

avoidance of doubt, shall be $200,000,000 (the "**Remaining Term Loans**"), as amended pursuant to the First Lien Credit Agreement Amendment.

5.2 *General Unsecured Claims – Class 4.*

Except to the extent that a holder of a General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of General Unsecured Claims shall receive their Pro Rata share of $500,000; provided that holders of Ordinary Course General Unsecured Claims who elect to continue providing goods or services pursuant to a Continuing Creditor Election shall be unimpaired.

5.3 *Existing Interests – Class 7.*

On the Effective Date, or as soon thereafter as is practicable, the Existing Interests shall be cancelled and the holders thereof shall not receive or retain any distribution under the Plan on account of such Existing Interests.

ARTICLE VI

ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR INTERESTS

6.1 *Class Acceptance Requirement.*

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of holders of the Allowed Claims in such Class that have voted on the Plan.

6.2 *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown."*

Because Classes 4 and 7 are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan, as it may be modified and amended from time to time, under section 1129(b) of the Bankruptcy Code with respect to such Classes. Subject to Section 13.5 of the Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan or any Plan Document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary. Subject to Section 13.5 of the Plan, the Debtors also reserve the right to request confirmation of the Plan, as it may be modified, supplemented or amended from time to time, with respect to any Class that affirmatively votes to reject the Plan.

6.3 *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 as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE VII

NEW COMMON STOCK

7.1 *Authorization and Issuance of New Common Stock.*

As of the Effective Date, Reorganized Speedstar shall authorize and issue the New Common Stock, which shall be distributed to the First Lien Lenders on account of the First Lien Credit Agreement Claims. The New Common Stock shall represent one hundred percent (100%) of the common stock of Reorganized Speedstar outstanding on the Effective Date, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution.

7.2 *New Stockholders Agreement.*

On and as of the Effective Date, Reorganized Speedstar shall enter into and deliver the New Stockholders Agreement to each entity that is intended to be a party thereto and such agreement shall be deemed to be valid, binding and enforceable in accordance with its terms, and each party thereto shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized Speedstar.

ARTICLE VIII

MEANS OF IMPLEMENTATION

8.1 *Restructuring Transaction.*

On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions (collectively, the "***Restructuring Transaction***"):

(a) pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges, and other Interests, except as provided in the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

(b) certificates of incorporation and by-laws of the Reorganized Debtors, in form and substance satisfactory to the Majority Consenting Lenders, shall be amended and restated as necessary to effectuate the terms of the Plan, and if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors, each in form and substance reasonably satisfactory to the

Debtors and the Majority Consenting Lenders, shall be entered into as necessary to effectuate the terms of the Plan;

(c) Reorganized Speedstar shall issue the New Common Stock pursuant to the terms of the Plan and enter into the New Stockholders Agreement;

(d) Reorganized Speedstar shall issue the New PIK Notes;

(e) the Debtors shall consummate the Plan by: (i) making Distributions of the New Common Stock and New PIK Notes to the First Lien Lenders; (ii) paying all DIP Claims in full in Cash or refinancing such Claims pursuant to the Senior Exit Facility; (iii) entering into the First Lien Credit Agreement Amendment; (iv) entering into the Senior Exit Facility; (v) entering into the New Intercreditor Agreement; (vi) making Cash distributions to holders of General Unsecured Claims and (vii) making the Senior Exit Facility Distribution; and

(f) the releases provided for herein, which are an essential element of the Restructuring Transaction, shall become effective.

8.2 *Option of Conversion of Corporate Form.*

If agreed upon by the Debtors and Majority Consenting Lenders prior to the Effective Date (the "***Corporate Form Election***"), the corporate form of some or all of the Debtors shall be converted from corporations to limited liability companies or limited partnerships on the Effective Date (the "***Corporate Conversion***"). In the event of a Corporate Form Election, on the Effective Date, the applicable Debtors shall be converted, merged or otherwise reorganized into limited liability companies or limited partnerships, as the case may be, and the membership interests or partnership interests in each Reorganized Debtor, as the case may be, shall be issued. In the event that a Corporate Form Election is made with respect to Reorganized Speedstar, all references herein to the New Common Stock shall be treated as references to the membership interests or partnership interests, as the case may be, in Reorganized Speedstar, which shall have substantially equivalent terms to those provided for the New Common Stock in the Plan.

8.3 *Plan Funding.*

The Distributions to be made in Cash under the terms of the Plan shall be funded from the Debtors' Cash on hand as of the Effective Date and the proceeds of the Senior Exit Facility.

8.4 *Corporate Action.*

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation, operating agreements or limited partnership agreements, as applicable, of each Reorganized Debtor shall, *inter alia,* prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation, limited partnership agreements and by-laws of each

Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company, partnership or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, partners, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to enter into the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New PIK Notes, the New Stockholders Agreement, the New Intercreditor Agreement, and any other Plan Document, as applicable, issue the New Common Stock, New PIK Notes and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents necessary or advisable to consummate the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including without limitation, the specific acts or actions or documents or instruments identified in Article VIII of the Plan, and no board, member, partner or shareholder vote shall be required with respect thereto.

8.5 ***Effectuating Documents and Further Transactions.***

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

8.6 ***Directors of the Reorganized Debtors.***

As of the Effective Date, the New Board shall consist of the individuals identified in the Plan Supplement. The Debtors will disclose in the Plan Supplement, before the hearing on the confirmation of the Plan, such additional information as is necessary to satisfy section 1129(a)(5) of the Bankruptcy Code, including: (1) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors, and (2) the identity of any other insider that will be employed or retained by the Debtors, and said insider's compensation.

8.7 ***Management Incentive Plan.***

On or around the Effective Date, Reorganized Speedstar and Reorganized Transtar shall adopt the Management Incentive Plan that shall provide its participants with: (a) 5 to 8% of the New Common Stock; and (b) 5 to 8% of the New PIK Notes, in each case subject to time and performance metrics as determined by the New Board.

8.8 ***Certain Professional Fees***.

The parties, including Speedstar, Transtar, each of the other Loan Parties (as such term is defined in the First Lien Credit Agreement), the First Lien Agent, the First Lien Lenders, the Majority Equity Holder, the DIP Agent, the DIP Lenders and each of their respective directors, officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, on the one hand, and Kaye Scholer LLP and CDG Group, LLC, on the other hand, shall provide each other mutual general releases of all claims and causes of action; provided, however, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party. In exchange, the Company shall pay up to $1.25 million to Kaye Scholer LLP and CDG Group, LLC, collectively, in respect of fees and expenses incurred up to the date hereof and hereafter by such professionals in connection with their representation of certain First Lien Lenders, the First Lien Agent and/or any other party in connection with the Restructuring Transaction.

8.9 ***General Distribution Mechanics.***

(a) **Disbursing Agent**. On or after the Effective Date, all Distributions hereunder shall be made by the Disbursing Agent.

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

(ii) Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Distributions made to holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Disbursing Agent, and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs

and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(iii) The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

(iv) The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 8.9 hereof.

(b) **Distributions on Account of Allowed Claims Only**. Notwithstanding anything herein to the contrary, no Distribution shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

(c) **No Recourse**. Except with respect to Claims which are Reinstated, no claimant shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to the enforcement of rights or Distributions under the Plan.

(d) **Method of Cash Distributions**. Any Cash payment to be made pursuant to the Plan will be made on the applicable Distribution Date in U.S. dollars and may be made by draft, check, or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

(e) **Distributions on Non-Business Days**. Any payment or Distribution due on a day other than a Business Day may be made, without interest, on the next Business Day.

(f) **Distribution Record Date**. As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and unexpired leases, neither the Debtors nor the Disbursing Agents hall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

(g) **Delivery of Distribution.** Subject to the provisions contained in this Article VIII, the Disbursing Agent will make all Distributions or payments to any holder of an Allowed Claim as and when required by this Plan at: (a) the address of such holder on the books and records of the Debtors or their agents; or (b) at the address in any written notice of address

change delivered to the Debtors or the applicable Disbursing Agent, including any addresses included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such holder without interest, provided, however, such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one (1) year after the Effective Date.

(h) **Satisfaction of Claims.** Unless otherwise provided herein, any Distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

(i) **Manner of Payment Under Plan.** Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Reorganized Debtors.

(j) **Fractional Shares/De Minimis Cash Distributions.** Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a Distribution that is less than $50.00 in Cash. No fractional shares of New Common Stock shall be distributed. When any Distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such Distribution will be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than ½ will be rounded to the next higher whole number; and (ii) fractions less than ½ will be rounded to the next lower whole number. The total number of shares of New Common Stock will be adjusted as necessary to account for the rounding provided for in this Plan. No consideration will be provided in lieu of fractional shares that are rounded down. Fractional shares of New Common Stock that are not distributed in accordance with this Section 8.8(l) shall be cancelled.

(k) **No Distribution in Excess of Allowed Amount of Claim**. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

(l) **Disputed Payments**. If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any Distribution, the Reorganized Debtors may, in lieu of making such Distribution to such Person, make such Distribution into a segregated account until the disposition thereof shall be determined by Final Order or by written agreement among the interested parties.

8.10 ***Withholding Taxes.***

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Distributions hereunder. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes.

8.11 ***Exemption from Certain Transfer Taxes.***

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code, any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, and the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, or ancillary documents, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8.12 ***Exemption from Securities Laws.***

The issuance of the New Common Stock and the New PIK Notes pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

8.13 ***Setoffs and Recoupments.***

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights and causes of action that a Reorganized Debtor or its successor may possess against such holder.

8.14 ***Insurance Preservation and Proceeds.***

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors or any other Person.

8.15 ***Solicitation of Debtors.***

Notwithstanding anything to the contrary herein, each Debtor and all non-Debtor direct or indirect subsidiaries of any Debtor that would otherwise be entitled to vote to accept or reject this Plan as a holder of a Claim against or Interest in another Debtor shall not be solicited for voting purposes, and such Debtor or non-Debtor subsidiary will be deemed to have voted to accept this Plan.

8.16 ***The First Lien Credit Agreement Amendment.***

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "***Converted Term Loan Claims***"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided, that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 herein), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

8.17 ***The Senior Exit Facility.***

On the Effective Date, the Senior Exit Facility Lenders and the Debtors shall enter into the Senior Exit Facility Credit Agreement, and the Senior Exit Facility Lenders shall receive, on a Pro Rata basis, the Senior Exit Facility Distribution. The Senior Exit Facility Credit Agreement shall, *inter alia*, permit the use of proceeds of the Senior Exit Facility to cash collateralize issued and undrawn letters of credit and to pay DIP Claims. The Senior Exit Facility shall be senior in all respects to the Remaining Term Loans and subject to the New Intercreditor Agreement.

8.18 ***The New PIK Notes.***

On the Effective Date, Reorganized Speedstar shall issue the New PIK Notes. The New PIK Notes shall, *inter alia*, (i) have a maturity date which is five (5) years from the Effective Date, (ii) be prepayable in whole or in part upon certain conditions in the New PIK Notes , (iii) bear an interest rate of 8.75% per annum, of which interest 1% shall be payable semi-annually and payable in cash, and of which interest 7.75% shall be payable semi-annually and payable-in-kind, and (iv) be convertible, at each holder's option, to New Common Stock at the conversion price of 112.5% of the price of the New Common Stock as of the Effective Date.

8.19 ***The Majority Equity Holder Contribution and Majority Equity Holder Release.***

The Majority Equity Holder shall provide the Majority Equity Holder Contribution to the Reorganized Debtors on or before seven (7) Business Days after the later of (i) the Confirmation Order becoming a Final Order and (ii) the Effective Date, subject to the terms of the Restructuring Support Agreement and its related exhibits. Effective only upon receipt by the Reorganized Debtors of the Majority Equity Holder Contribution, the Reorganized Debtors and the Releasing Parties shall grant the Majority Equity Holder a release of all claims and causes of action related to the Debtors, on the terms more specifically set forth in Section 9.4(b) and 9.4(c) of this Plan (the "***Majority Equity Holder Release***"). A condition precedent to the Majority Equity Holder providing the Majority Equity Holder Contribution pursuant to this

Section 8.19 is that the Majority Equity Holder Release, as approved by the Bankruptcy Court in the Confirmation Order, must be in form and substance acceptable to the Majority Equity Holder in its sole discretion. In the event that the Majority Equity Holder does not timely make the Majority Equity Holder Contribution in accordance with this Section 8.19, then the Majority Equity Holder shall be deemed not to be a Released Party under the Plan.

ARTICLE IX

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

9.1 *Discharge.*

(a) **Scope**. Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in the Debtors, their assets or properties, which debts, Claims, liens, and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

(b) **Injunction**. In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia,* acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

9.2 *Vesting and Retention of Causes of Action.*

(a) Except as otherwise provided in the Plan (including, but not limited to, Section 8.4 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders of certain Claims under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of Claims and Interests other than as provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

(b) Except as otherwise expressly provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan or by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce any claims, rights and Causes of Action that the Debtors or the Estates may hold. The Reorganized Debtors or any successor thereto may pursue those claims, rights and causes of action in accordance with what is in their best interests and in accordance with their fiduciary duties.

9.3 ***Survival of Certain Indemnification Obligations.***

The obligations of the Debtors to indemnify individuals who serve or served on or after the Petition Date as their respective directors, officers, agents, employees, representatives, and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes and preconfirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and Professional Persons retained by the Debtors, based upon any act or omission related to service with, for, or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan.

9.4 ***Release of Claims.***

(a) **Satisfaction of Claims and Interests**. The treatment to be provided for respective Allowed Claims or Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release and discharge of such respective Claims or Interests.

(b) **Debtor Releases. Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104,**

or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever, (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including, without limitation, the Plan Documents) delivered thereunder) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to this Section 9.4(b), the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in this Section 9.4(b) be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

(c) **Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, and the Plan Supplement and the contracts, instruments, releases, agreements and documents (including, without limitation, the Plan Documents) delivered under or in connection with the Plan), including, without limitation, any claims for any such loss such**

holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, against any Released Party and its respective property, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in this Section 9.4(c) be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 9.4(b) and (c), which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein, (ii) in the best interests of the Debtors and all holders of Claims and Interests, (iii) fair, equitable, and reasonable, (iv) approved after due notice and opportunity for hearing, and (v) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property.

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (A) discharges, releases, or precludes any environmental liability that is not a claim (as that term is defined in the Bankruptcy Code), or any environmental claim (as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date; (B) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (C) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (D) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

(d) **Injunction. Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating,**

perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 9.4(b) or (c) of the Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (v) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 9.4(b) or (c).

(e) **Exculpation. None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation and execution of the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including without limitation the New Common Stock, and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan or the restructuring of the Debtors except willful misconduct, intentional fraud or criminal conduct, each as determined by a Final Order. The Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of a Released Party, no attorney of any Released Party shall be released by the Debtors or the Reorganized Debtors.**

(f) **Injunction Related to Exculpation. The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether**

directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Plan.

9.5 *Objections to Claims and Interests.*

Unless otherwise ordered by the Bankruptcy Court, objections to Claims shall be filed and served on the applicable holder of such Claim not later than 120 days after the later to occur of: (a) the Effective Date; and (b) the filing of the relevant Claim. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (z) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn).

After the Confirmation Date, only the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without Bankruptcy Court approval. Any Claims filed after any Bar Date, if applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so.

9.6 *Amendments to Claims.*

After the Confirmation Date, a Claim for which an applicable Bar Date, if any, has passed may not be filed or amended without the authorization of the Bankruptcy Court. Unless otherwise provided herein, or otherwise consented to by the Debtors or Reorganized Debtors, any Claim or amendment to a Claim, which Claim or amendment is filed after the Confirmation Date, shall be deemed Disallowed in full and expunged without any action by the Debtors or Reorganized Debtors, unless the holder of such Claim has obtained prior Bankruptcy Court authorization for such filing.

9.7 *Estimation of Claims.*

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a

maximum limitation on such Claim, any objecting party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another.

ARTICLE X

EXECUTORY CONTRACTS

10.1 *Executory Contracts and Unexpired Leases.*

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement shall be deemed rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in this Section 10.1 pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

10.2 *Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as General Unsecured Claims, and shall not be entitled to make a Continuing Creditor Election. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.3(b) below, or pursuant to an order of the Bankruptcy Court).

10.3 *Cure.*

(a) At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (i) by payment of the default amount (the "***Cure Amount***") in Cash on or as soon as reasonably practicable after the later to occur of (A) thirty (30) days after the determination of the Cure Amount and (B) the Effective Date or such other date as may be set by the Bankruptcy Court; or (ii) on such other terms as agreed to by the Debtors or Reorganized Debtors and the non-Debtor party to such executory contract or unexpired lease.

(b) In the event of a dispute (each, a "***Cure Dispute***") regarding: (i) the Cure Amount; (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the assumption of an executory contract or unexpired lease, the cure payment required by section 365(b)(1) of the Bankruptcy Code shall be made only following the entry of a Final Order resolving the Cure Dispute and approving the assumption of such executory contract or unexpired lease. If a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the subject contract or lease prior to resolution of the Cure Dispute, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted by the non-Debtor party to the subject contract (or such other amount as may be fixed or estimated by the Bankruptcy Court). Such reserve may be in the form of a book entry and evergreen in nature. The Debtors or Reorganized Debtors shall have the right at any time to move to reject any executory contract or unexpired lease based upon the existence of a Cure Dispute

10.4 *Compensation and Benefit Programs.*

(a) Except as otherwise expressly provided hereunder, in a prior order of the Bankruptcy Court or to the extent subject to a motion pending before the Bankruptcy Court as of the Effective Date, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their respective employees and retirees including, without limitation, all savings plans, unfunded retirement plans, healthcare plans, disability plans, severance benefit plans, bonus plans, retention plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code.

(b) All collective bargaining agreements to which one or more of the Debtors is a party shall be treated as executory contracts under this Plan and on the Effective Date will be assumed by the applicable Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

ARTICLE XI

SECURITIES LAW MATTERS

11.1 ***Section 1145 Securities.***

(a) **Issuance.**

The Plan provides for the offer, issuance, sale or distribution of shares of New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims. The offer, issuance, sale or distribution of the New Common Stock and New PIK Notes by Reorganized Speedstar will be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

(b) **Subsequent Transfers.**

Shares of New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims may, subject to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes, be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the New Common Stock and New PIK Notes are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

(i) a Person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;

(ii) a Person who offers to sell securities offered or sold under a plan for the holders of such securities;

(iii) a Person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:

a. with a view to distributing such securities; and

b. under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and

(iv) a Person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any Person directly or indirectly controlling or controlled by the issuer, or any Person under direct or indirect common control of the issuer.

To the extent that Persons who receive the New Common Stock and New PIK Notes pursuant to the Plan are deemed to be underwriters, resales by such Persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell shares of New Common Stock and New PIK Notes received pursuant to the Plan without registration pursuant to the provisions of Rule 144 under the Securities Act or another available exemption under the Securities Act.

Whether or not any particular Person would be deemed to be an underwriter with respect to the New Common Stock and New PIK Notes issued pursuant to the Plan would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving the New Common Stock, New PIK Notes or other securities under the Plan would be an underwriter with respect to such securities, whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

11.2 ***4(a)(2) Securities.***

(a) **Issuance.**

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("***SEC***") under section 4(a)(2) of the Securities Act.

The Debtors believe that the shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below.

THIS PLAN IS BEING FURNISHED SOLELY FOR USE BY ACCREDITED INVESTORS AS DEFINED IN REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION IN EVALUATING THE OFFERING OF SECURITIES IN THE PLAN.

THERE IS NOT AND THERE WILL NOT BE ANY PUBLIC MARKET FOR THE SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

ANY PARTY SEEKING TO ACQUIRE THE NEW COMMON STOCK OR NEW PIK NOTES MUST REPRESENT THAT THEY ARE ACQUIRING THE STOCK FOR INVESTMENT AND NOT WITH A VIEW TO RESALE, IN WHOLE OR IN PART. THE TRANSFER AND RESALE OF THE NEW COMMON STOCK IS SUBJECT TO LIMITATIONS IMPOSED BY APPLICABLE LAW.

FOR RESIDENTS OF FLORIDA

THE NEW COMMON STOCK AND NEW PIK NOTES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. ANY FLORIDA PURCHASER MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE (3) DAYS AFTER (A) HE FIRST TENDERS OR PAYS TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER, OR (B) HE DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT, OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE ISSUER WITHIN SUCH THREE (3) DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER THAT IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE 1940 ACT), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(b) **Subsequent Transfers.**

All shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, subject in all cases to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. The Debtors currently expect that this information requirement will be satisfied. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than $50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, holders of these securities will be required to hold them for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144 or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any share of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend in substantially the following form:

> **"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."**

Reorganized Speedstar will reserve the right to require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution. Reorganized Speedstar will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144 or performed pursuant to another available exemption from the registration requirements of applicable securities laws. All Persons who receive the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any such securities except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available, and (b) such securities will be subject to the other restrictions described above.

Any Persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

ARTICLE XII

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

12.1 *Conditions Precedent to Confirmation.*

Confirmation of the Plan is subject to:

(a) entry of the Confirmation Order, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder; and

(b) the Plan and Plan Documents having been filed in substantially final form prior to the Confirmation Hearing, which Plan and Plan Documents shall be in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

12.2 ***Conditions to the Effective Date.***

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

(a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder, shall have been entered and shall have become a Final Order and remaining in full force and effect;

(b) the certificates of incorporation and by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders shall have been amended (and, to the extent necessary, filed with the appropriate state authorities) as necessary to effectuate the Plan;

(c) the New Board shall have been appointed;

(d) the Debtors shall have received all authorizations, consents, waivers, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan, and evidence thereof shall have been delivered to the Administrative Agents;

(e) the First Lien Credit Agreement Amendment shall have been executed and delivered;

(f) the amount of Trade Claims paid under the Plan or pursuant to any Bankruptcy Court order shall not exceed $41.36 million in the aggregate;

(g) the Debtors shall have delivered or caused to be delivered officer's certificates and legal opinions to the extent reasonably requested by, and in form and substance reasonably satisfactory to the First Lien Credit Facility Agent;

(h) the Debtors shall have entered into the Senior Exit Facility Credit Agreement, New PIK Notes and New Intercreditor Agreement;

(i) The Debtors shall, as of the Effective Date, repay in full all obligations outstanding under the DIP Facility;

(j) all other Plan Documents in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders required to be executed and delivered on or prior to the Effective Date shall have been executed and delivered, and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and shall be consistent in all respects with the Plan; and

(k) all of the Transaction Expenses, from and after the last invoice paid to the extent invoiced, shall have been paid in full and evidence of such payment shall have been received by the First Lien Credit Facility Agent.

12.3 ***Waiver of Conditions Precedent.***

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Majority Consenting Lenders (which consent shall not be unreasonably withheld or delayed), without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure to satisfy or waive any condition may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including, without limitation, any act, action, failure to act or inaction by the Debtors). The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

12.4 ***Effect of Non-Occurrence of the Conditions to Consummation.***

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as is proposed by the Debtors and is reasonably approved by the Majority Consenting Lenders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of their Bankruptcy Code.

12.5 ***Withdrawal of the Plan.***

The Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (a) nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan was not filed and no actions were taken to effectuate it.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

13.1 ***Retention of Jurisdiction.***

(a) **Purposes.** Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

(i) to determine the allowability, classification, or priority of Claims upon objection by the Reorganized Debtors or any other party in interest entitled hereunder to file an objection (including the resolution of disputes regarding any Disputed Claims and claims for disputed Distributions), and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(ii) to issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in the Reorganization Cases on or before the Effective Date with respect to any Person;

(iii) to protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate;

(iv) to determine any and all applications for allowance of Fee Claims;

(v) to determine any Priority Tax Claims, Other Priority Claims, Administrative Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(vi) to resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan and the making of Distributions hereunder;

(vii) to determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, to determine any motion to reject an executory contract or unexpired lease pursuant to Section 10.1 of the Plan or to resolve any Cure Dispute;

(viii) to determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Reorganization Cases, including any remands;

(ix) to enter a Final Order closing the Reorganization Cases;

(x) to modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

(xi) to issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(xii) to enable the Reorganized Debtors to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be expressly waived pursuant to the Plan;

(xiii) to determine any tax liability pursuant to section 505 of the Bankruptcy Code;

(xiv) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Cases, any applicable Bar Date or the Confirmation Hearing or for any other purpose;

(xvi) to resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Reorganization Cases;

(xvii) to hear and resolve any causes of action involving the Debtors, the Reorganized Debtors or the Estates that arose prior to the Confirmation Date or in connection with the implementation of the Plan, including actions to avoid or recover preferential transfers or fraudulent conveyances;

(xviii) to resolve any disputes concerning any release of a Debtor or nondebtor hereunder or the injunction against acts, employment of process or actions against such Debtor or nondebtor arising hereunder;

(xix) to approve any Distributions, or objections thereto, under the Plan;

(xx) to approve any Claims settlement entered into or offset exercised by the Debtors or Reorganized Debtors; and

(xxi) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under provisions of the Bankruptcy Code;

provided, however, notwithstanding anything to the contrary in the Plan or the Confirmation Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of (x) the First Lien Credit Agreement or any of the documentation related thereto, including the First Lien Credit Agreement Amendment or (y) any other document in the Plan Supplement that has a choice of venue provision, which provision shall govern exclusively.

(b) **Failure of the Bankruptcy Court to Exercise Jurisdiction**. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Reorganization Cases, then Section 13.1(a) of the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

13.2 ***Governing Law.***

Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws apply and except for Reinstated Claims governed by another jurisdiction's law, the rights and obligations arising under the Plan shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

13.3 ***Time.***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13.4 ***Retiree Benefits.***

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

13.5 ***Amendments.***

(a) **Preconfirmation Amendment**. The Debtors may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements and each such modification is reasonably satisfactory to the Majority Consenting Lenders.

(b) **Postconfirmation Amendment Not Requiring Resolicitation**. After the entry of the Confirmation Order, the Debtors may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing, and each such modification is reasonably satisfactory to the Majority Consenting Lenders. Any waiver under Section 12.3 hereof shall not be considered to be a modification of the Plan.

(c) **Postconfirmation/Preconsummation Amendment Requiring Resolicitation**. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan in a way that materially and adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

13.6 ***Successors and Assigns.***

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

13.7 ***Controlling Documents.***

To the extent the Plan is inconsistent with the Disclosure Statement or any other agreement entered into between the Debtors and any party, the Plan controls the Disclosure Statement and any other such agreements. To the extent that the Plan is inconsistent with the Confirmation Order, the Confirmation Order controls the Plan (including any Plan Document). To the extent that the Plan is inconsistent with a Plan Document, the relevant Plan Document controls.

13.8 ***Creditors' Committee.***

As of the Effective Date, the duties of the Creditors' Committee, if any, shall terminate, except with respect to the pursuit of or objection to any Fee Claims.

13.9 ***Termination of Professionals.***

On the Effective Date, the engagement of each Professional Person retained by the Debtors and the Creditors' Committee (if any) shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, (a) such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims, and (b) nothing herein shall prevent the Reorganized Debtors from retaining any such Professional Person on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

13.10 ***Notices.***

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

(a) if to the Debtors:

Transtar Holding Company
7350 Young Drive
Walton Hills, OH 44146
Attention: Joseph Santangelo
Telecopy: (440) 232-0632
E-mail: jsantangelo@transtar1.com

with copies to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Rachel C. Strickland, Esq.
Neil W. Townsend, Esq.
Telecopy: (212) 728-8111
E-mail: rstrickland@willkie.com
ntownsend@willkie.com

-and-

600 Travis Street
Suite 2310
Houston, Texas 77002
Attention: Jennifer J. Hardy, Esq.
Telecopy: (713) 510-1799
Email: jhardy2@willkie.com

(b) if to the First Lien Agent:

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attention: Randal D. Palach, Esq.
Telecopy: (212) 230-7665
E-mail: randalpalach@paulhastings.com

(c) if to the Consenting First Lien Lenders or the DIP Agent:

Chapman and Cutler LLP
1270 Sixth Avenue
New York, NY 10020

Attention: Steven Wilamowsky, Esq.
Telecopy: (212) 655-2532
E-mail: wilamowsky@chapman.com

and

Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603
Attention: Aaron M. Krieger, Esq.
Telecopy: (312) 516-3237
E-mail: akrieger@chapman.com

13.11 ***Reservation of Rights.***

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

[The rest of this page is intentionally left blank]

Dated: November 19, 2016
Walton Hills, Ohio

Respectfully submitted,

SPEEDSTAR HOLDING CORPORATION,
TRANSTAR HOLDING COMPANY,
and on behalf of their domestic subsidiaries

By: /s/ Joseph Santangelo
Joseph Santangelo
Chief Financial Officer and/or
Authorized Signatory of Debtors and
Debtors in Possession

SCHEDULE I

List of Debtors

ABC Transmission Parts Warehouse, Inc.
Alma Products I, Inc.
Atco Products, Inc.
Axiom Automotive Holdings Corporation
Axiom Automotive Technologies, Inc.
Axiom Technologies Holding Corp., Inc.
DACCO, Incorporated
DACCO Transmission Parts (CA), Inc.
DACCO Transmission Parts (CO), Inc.
DACCO Transmission Parts (LA), Inc.
DACCO Transmission Parts (NC), Inc.
DACCO Transmission Parts (NJ), Inc.
DACCO Transmission Parts (NM), Inc.
DACCO Transmission Parts (NY), Inc.
DACCO/Detroit of Alabama, Inc.
DACCO/Detroit of Arizona, Inc.
DACCO/Detroit of Chattanooga, Inc.
DACCO/Detroit of Florida, Inc.
DACCO/Detroit of Georgia, Inc.
DACCO/Detroit of Indiana, Inc.
DACCO/Detroit of Kentucky, Inc.
DACCO/Detroit of Maryland, Inc.
DACCO/Detroit of Memphis, Inc.
DACCO/Detroit of Michigan, Inc.
DACCO/Detroit of Minnesota, Inc.
DACCO/Detroit of Missouri, Inc.
DACCO/Detroit of New Jersey, Inc.
DACCO/Detroit of Ohio, Inc.
DACCO/Detroit of Oklahoma, Inc.
DACCO/Detroit of Pennsylvania, Inc.
DACCO/Detroit of South Carolina, Inc.
DACCO/Detroit of Texas, Inc.
DACCO/Detroit of Virginia, Inc.
DACCO/Detroit of West Virginia, Inc.
DACCO/Detroit of Wisconsin, Inc.
DIY Transmission Parts, LLC
ETX Holdings, Inc.
ETX Transmissions, Inc.
ETX, Inc.
Michigan Equipment Corporation
Nashville Transmission Parts, Inc.
Speedstar Holding Corporation
Transtar Autobody Technologies, Inc.
Transtar Group, Inc.
Transtar Holding Company
Transtar Industries, Inc.
Transtar International, Inc.

EXHIBIT 2

Restructuring Support Agreement

Execution Version

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT is made and entered into as of November 18, 2016 (as amended, supplemented or otherwise modified, this "Agreement") by each of Speedstar Holding Corporation ("Speedstar"), Transtar Holding Company ("Transtar" or "Borrower"), each of their direct and indirect domestic subsidiaries that are parties hereto (all of the foregoing collectively, the "Company" or the "Debtors") and the undersigned lenders under the First Lien Credit Agreement (as defined below) (collectively, the "Consenting Lenders"), and Friedman Fleischer & Lowe, LLC ("FFL"), funds managed by FFL that hold equity interests in Speedstar, the general partner of such funds and their affiliates (collectively, "Sponsor," and, together with the Consenting Lenders, the "Consenting Parties") with respect to a restructuring of the Company's outstanding obligations under the revolving credit facility and term loan facility (together, the "First Lien Credit Facility") provided for by that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as the same has been and may be further amended, restated, modified or supplemented from time to time in accordance with its terms, the "First Lien Credit Agreement"), by and among Speedstar, Transtar, the other Loan Parties under and as defined therein, the lenders party thereto (the "First Lien Lenders") and Royal Bank of Canada, solely as administrative agent and collateral agent (collectively, in such capacities, the "First Lien Agent"), the Company's outstanding obligations (the "Second Lien Obligations") under the term loan facility (the "Second Lien Credit Facility") provided for by that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (as the same has been and may be further amended, restated, modified or supplemented from time to time in accordance with its terms, together with ancillary documents, the "Second Lien Credit Agreement"), by and among Speedstar, Transtar, the lenders party thereto (the "Second Lien Lenders") and Cortland Capital Market Services, LLC, as administrative agent and collateral agent (collectively, in such capacities, the "Second Lien Agent"), and all other Claims (as defined below) against and interests in the Company (the "Restructuring"), as contemplated by the restructuring term sheet attached hereto as Exhibit A (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the "Term Sheet"). Each party to this Agreement may be referred to as a "Party" and, collectively, as the "Parties."

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Term Sheet, which Term Sheet and all exhibits thereto are expressly incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

Section 1. Certain Definitions.

As used in this Agreement, the following terms shall have the following meanings:

(a) "*Claim*" shall mean any "claim" (as such term is defined in section 101(5) of the Bankruptcy Code (as defined below)) against any of the Debtors.

(b) "*DIP Credit Agreement*" shall mean that certain senior secured, superpriority Debtor-in-Possession Credit Agreement to be provided to the Debtors by the DIP Lenders (as defined herein) in form and substance consistent with the terms and conditions set forth in the DIP Term Sheet (as defined herein).

(c) "*DIP Facility*" shall mean the delayed draw credit facility provided under the DIP Credit Agreement.

(d) "*DIP Lenders*" shall mean the Consenting First Lien Lenders, or their affiliate designees, and any other First Lien Lenders participating in the DIP Facility.

(e) "*DIP Term Sheet*" shall mean the DIP Term Sheet attached hereto as Exhibit B*;* provided, however, that, upon execution of the DIP Credit Agreement, all references to the DIP Term Sheet herein shall be deemed references to the DIP Credit Agreement.

(f) "*Majority Consenting Lenders*" shall mean those Consenting First Lien Lenders holding in excess of fifty percent (50%) of the aggregate outstanding Loans (as defined in the First Lien Credit Agreement) held by all Consenting First Lien Lenders at the time of determination.

(g) "*Outside Date*" shall mean February 10, 2017.

(h) "*Transaction Expenses*" shall mean all reasonable and documented fees and expenses, not to exceed an amount acceptable to the Majority Consenting Lenders, incurred by the Consenting First Lien Lenders (which fees and expenses in respect of professionals shall be limited to the fees and expenses of Chapman and Cutler LLP, Munger, Tolles & Olson LLP, CCG Advisors LLC, Storm Consulting LLC, Porzio Bromberg & Newman, PC, Fortgang Consulting LLC, Paul, Weiss, Rifkind, Wharton & Garrison LLP, and any other professionals agreed to by the Company and the Majority Consenting Lenders) (the "Lender Professionals")) in connection with this Agreement, the Restructuring Documents (as defined below) and the transactions contemplated hereby and thereby.

(i) "*Transfer*" shall mean to directly or indirectly, in whole or in part, sell, contract to sell, give, assign, participate, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, or otherwise transfer or dispose of, any economic, voting or other rights in or to, by operation of law or otherwise (including by participation).

Section 2. Restructuring, Term Sheet and Restructuring Documentation.

2.1 Term Sheet.

The joint chapter 11 plan of reorganization (including any amendments, modifications and supplements thereto, the "Plan") shall embody the terms contained in, and shall be consistent with, the terms and conditions of the Restructuring set forth in the Term Sheet, which Term Sheet and all schedules and exhibits thereto are expressly

incorporated by reference and made part of this Agreement as if fully set forth herein. Except as otherwise provided herein, neither this Agreement nor the Term Sheet nor any provision hereof or thereof may be modified, amended, waived or supplemented, except in accordance with Section 10.12 hereof.

2.2 Restructuring Documents.

(a) The definitive documents and agreements governing the Restructuring (collectively, the "Restructuring Documents") shall consist of the following: (i) the DIP Credit Agreement and related documentation, including the motion seeking approval of the DIP Facility and authority to use collateral, including cash collateral, and grant adequate protection (the "DIP Motion") and the interim and final orders to be entered by the Bankruptcy Court (as defined below) approving such motion (respectively, the "Interim DIP Order" and the "Final DIP Order" and, together, the "DIP Order"), each as described in the DIP Term Sheet; (ii) the motion seeking authority for the Debtors to assume this Agreement pursuant to sections 105(a) and 365 of the Bankruptcy Code and perform its obligations hereunder (the "RSA Assumption Motion") and the order to be entered by the Bankruptcy Court approving the RSA Assumption Motion (the "RSA Assumption Order"); (iii) the Plan (and all exhibits and supplements thereto consistent with the Term Sheet); (iv) the disclosure statement with respect to such Plan (the "Disclosure Statement"), the other solicitation materials in respect of the Plan (such materials, collectively, the "Solicitation Materials"), the motion to approve the Disclosure Statement and Solicitation Materials (the "Disclosure Statement Motion") and the order to be entered by the Bankruptcy Court approving the Disclosure Statement and Solicitation Materials as containing, among other things, "adequate information" as required by sections 1125 and 1126(b) of the Bankruptcy Code (the "Disclosure Statement Order," which may be the same as the Confirmation Order); (v) the order to be entered by the Bankruptcy Court confirming the Plan (the "Confirmation Order") and pleadings in support of entry of the Confirmation Order; (vi) those motions and proposed court orders that the Debtors file on or after the Petition Date (as defined below) and seek to have heard on an expedited basis at the "first day hearing," including, but not limited to, any motion regarding the Debtors' critical vendors, foreign vendors, and/or vendors holding allowed administrative expense claims under section 503(b)(9) of the Bankruptcy Code (the "First Day Pleadings"); and (vii) such other material documents, pleadings, agreements or supplements as may be necessary or advisable to implement the Restructuring.

(b) Each of the Restructuring Documents, including the Plan, the Disclosure Statement (including, but not limited to the Disclosure Statement Order and the Solicitation Materials), the Confirmation Order, First Day Pleadings, RSA Assumption Motion, and RSA Assumption Order, shall contain terms and conditions consistent with this Agreement, the Term Sheet, and the DIP Term Sheet. Each of the Restructuring Documents shall be in form and substance reasonably satisfactory to each of (i) the Company, (ii) the First Lien Agent, and (iii) the Majority Consenting Lenders.

2.3 Support of the Restructuring, Term Sheet and Restructuring Documentation.

(a) Obligations of the Company. Until the Termination Date (as defined below), the Company, jointly and severally, agrees to take any and all necessary and appropriate actions in furtherance of the Restructuring contemplated under this Agreement and the Term Sheet, including (i) subject to the terms of this Agreement and the Term Sheet, to solicit acceptances of the Plan or other documentation required to consummate the Restructuring; (ii) following such solicitation, to commence reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); (iii) to file and seek approval on an interim (to the extent applicable) and final basis of the First Day Pleadings, including the DIP Motion, in all respects consistent with the terms set forth in this Agreement and the Term Sheet; (iv) to file with the Bankruptcy Court and seek approval of the Plan and Disclosure Statement; (v) to ensure that any and all material pleadings to be filed in the Chapter 11 Cases shall contain terms and conditions consistent in all material respects with this Agreement and the Term Sheet; (vi) to take any and all necessary and appropriate actions in furtherance of the restructuring transactions contemplated under this Agreement, the Plan and the Term Sheet; (vii) not to take any action or make any filing or commence any action challenging the validity, enforceability, perfection or priority of or seeking avoidance of the liens securing the Obligations (as such term is defined in the First Lien Credit Agreement) owing under the First Lien Credit Agreement (collectively, the "First Lien Obligations"); (viii) to support and consummate the Restructuring on the terms set forth in the Term Sheet and all of the transactions contemplated herein, including, without limitation, those described in the Term Sheet (and once filed, the Plan) in accordance with the deadlines specified in Section 3 below; (ix) to take any and all necessary actions in furtherance of the Restructuring and the transactions contemplated under this Agreement, including, without limitation, as set forth in the Term Sheet (and once filed, the Plan); (x) to obtain any and all required regulatory and/or third-party approvals necessary to consummate the Restructuring; (xi) to operate its business in the ordinary course based on historical practices and the operations contemplated in the Company's existing business plan (as may be updated in the ordinary course from time to time in consultation with the Majority Consenting First Lien Lenders); and (xii) to pay all Transaction Expenses incurred prior to the Termination Date of the Lender Professionals incurred pursuant to their representation of the Consenting First Lien Lenders in connection with the Restructuring and any ancillary efforts related thereto, as provided for herein; provided, that all such Transaction Expenses shall be paid in accordance with Section 10.16.

(b) Obligations of Consenting Lenders. Until the Termination Date, each of the Consenting Lenders, severally and not jointly, agrees, in its capacity as a First Lien Lender: (i) subject to the terms of this Agreement and the Term Sheet, if and when solicited, to timely vote all claims for which such Consenting Lender has voting power in favor of the Plan, and, when solicited, sign, enter into, consent to, and return to the Company any such other Restructuring Document as may be required to consummate the Restructuring in a timely manner, and to not change, withdraw or revoke any such vote,

signature or consent; (ii) to support and consummate the Restructuring contemplated by the Term Sheet and all of the transactions contemplated herein (including, without limitation, the transactions contemplated by the Equity Term Sheet (as defined in the Term Sheet), the Debtors' filing of the Chapter 11 Cases and entry into the DIP Facility on the terms set forth in the DIP Term Sheet); (iii) to negotiate in good faith each of the amendments, definitive agreements, documents, motions and other pleadings referenced in, or necessary or desirable to effectuate the transactions contemplated by, the Term Sheet, including, without limitation, the Restructuring Documents, all of which shall be consistent in all material respects with the Term Sheet; and (iv) not to take any action that would prevent, hinder, interfere with, delay, or postpone the effectuation of the Restructuring contemplated by this Agreement and the Term Sheet, including the approval of the Disclosure Statement and the confirmation and consummation of the Plan.

(c) Agreement Not to Interfere. Each Party agrees (in the case of the Company, subject to Section 4 hereof) that, until the earlier of the Termination Date and the Plan Effective Date (as defined below), it will not, directly or indirectly: (i) object to, delay, postpone, challenge, reject, oppose or take any other action that would reasonably be expected to prevent, interfere with, delay or impede, directly or indirectly, in any material respect, the approval, acceptance or implementation of the Restructuring on the terms set forth in the Term Sheet and the Restructuring Documents; (ii) directly or indirectly solicit, propose, file with the Bankruptcy Court, vote for or otherwise support or approve an actual or proposed chapter 11 plan or restructuring transaction (including, for the avoidance of doubt, a transaction premised on one or more asset sales under section 363 of the Bankruptcy Code or pursuant to a plan) other than the Restructuring, or file any pleading or document with respect to, or propose, join in, or participate in the formation of, any actual or proposed chapter 11 plan or restructuring transaction other than the Restructuring, including, without limitation, (A) any chapter 11 plan, reorganization, restructuring, or liquidation involving the Company or any of the Debtors, (B) the issuance, sale, or other disposition of any equity or debt interests, or any material assets, of the Company or any of the Debtors, or (C) a merger, sale, consolidation, business combination, recapitalization, refinancing, share exchange, rights offering, debt offering, equity investment, or similar transaction (including the sale of all or substantially all of the assets or capital stock or other ownership interests of the Company or the Debtors whether through one or more transactions) involving the Company or any of the Debtors (each of the foregoing, an "Alternative Transaction"); (iii) negotiate, enter into, consummate or otherwise participate in any Alternative Transaction or take any other action, including, but not limited to, initiating any legal proceeding or enforcing rights as holders of Claims, that is inconsistent with, or that would reasonably be expected to prevent or materially delay consummation of, the Restructuring; and (iv) in the case of the Consenting Lenders, object to or oppose, or support any other person's efforts to object to or oppose, any motions filed by the Debtors that are not inconsistent with this Agreement.

(d) Good Faith Cooperation; Further Assurances; Restructuring Documentation. The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable and subject to the terms hereof) in

respect of all matters concerning the implementation and consummation of the Restructuring. Notwithstanding anything to the contrary contained herein, the agreement of the Parties to consummate the Restructuring shall be subject to the completion of all necessary Restructuring Documents, which shall be filed in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders, and with respect to the Sponsor as relates to its rights and obligations hereunder and pursuant to the Term Sheet. The Debtors acknowledge and agree that they will provide advance draft copies of all Restructuring Documents and any other material motions, applications and other documents that the Debtors intend to file with the Bankruptcy Court, at least five (5) calendar days prior to the date when the Debtors intend to file any such pleading or other document (and, if not reasonably practicable, as soon as reasonably practicable prior to filing) to Chapman & Cutler LLP, and shall consult in good faith with Chapman & Cutler LLP regarding the form and substance of any such proposed filing; provided, however, that, subject to any applicable confidentiality restrictions, the Debtors shall deliver unredacted versions of any sealed documents or pleadings or any documents or pleadings for which the Debtors are seeking or intend to seek sealed treatment to Chapman & Cutler LLP on a "Professional Eyes Only" basis.

(e) Direction to First Lien Agent. Each Consenting Lender agrees that this Agreement shall be deemed a direction to the First Lien Agent: (i) to take all actions consistent with this Agreement to support consummation of the Restructuring and the transactions contemplated by the Restructuring Documents relating thereto; (ii) to the extent applicable, to take or refrain from taking such actions as are set forth in, or are consistent with, Sections 2.3(c) and 2.3(d) above, consistent with the Consenting Lenders' obligations set forth herein; and (iii) to use all authority under the First Lien Credit Agreement to bind all First Lien Lenders to the Restructuring and any Restructuring Documents relating thereto to the extent applicable.

Section 3. Termination Events.

3.1 Consenting First Lien Lender Termination Events.

This Agreement and the obligations hereunder may be terminated by the Majority Consenting Lenders upon the occurrence and during the continuation of, any of the following events (each, a "Consenting First Lien Lender Termination Event"), which Consenting First Lien Lender Termination Event may be waived or amended in accordance with Section 10.12 hereof:

(a) The Company fails to comply with, satisfy or achieve the following deadlines (each of which may be extended to a later date to which the Majority Consenting Lenders Agree in writing):

(1) 11:59 p.m. (Prevailing New York City Time) on November 21, 2016, unless prior thereto the Chapter 11 Cases have been commenced;

(2) 11:59 p.m. (prevailing Eastern Time) on November 22, 2016, unless prior thereto the Debtors have filed the Plan, the Disclosure Statement and the Disclosure Statement Motion (the date on which the Debtors file the Plan, the "Plan Filing Date"), each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(3) three (3) business days after the date of the commencement of the Chapter 11 Cases (the "Petition Date"), unless prior thereto the Bankruptcy Court has entered the Interim DIP Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(4) five (5) business days after the Petition Date, unless prior thereto the Debtors have filed the RSA Assumption Motion in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(5) thirty (30) calendar days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the RSA Assumption Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(6) thirty (30) calendar days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the Final DIP Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(7) forty-five (45) calendar days after the Petition Date, unless prior thereto the Debtors and the Majority Consenting Lenders have agreed on reorganization case plans and business plans for Alma Products I, Inc. and Axiom Automotive Technologies, Inc.;

(8) thirty-five (35) business days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the Confirmation Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(9) fifty (50) business days after the Petition Date, unless prior thereto the effective date for the Plan (the "Plan Effective Date") has occurred;

(b) upon five (5) days' written notice to the Company if any amendment or modification of the Plan or any material documents related to the Plan, notices, exhibits or appendices, or any of the Restructuring Documents, which amendment or modification has or could

reasonably be expected to have a material adverse effect on one or more Consenting First Lien Lenders, without the consent of the First Lien Agent and the Majority Consenting Lenders, as applicable, to the extent such parties are, or could reasonably be expected to be, materially adversely affected by such amendment or modification;

(c) upon five (5) days' written notice to the Company following the occurrence of an Event of Default under the DIP Facility, an acceleration of the obligations under the DIP Facility or entry of an order terminating the Debtors' right to use collateral, including cash collateral, or the Debtors' right to use collateral, including cash collateral, otherwise terminates for any reason;

(d) upon five (5) days' written notice to the Company if the Disclosure Statement Order or the Confirmation Order is (a) materially adversely amended or modified without the consent of the First Lien Agent and the Majority Consenting Lenders; or (b) reversed, permanently stayed, dismissed, or vacated, unless the Bankruptcy Court enters a new Disclosure Statement Order, or a new Confirmation Order, as applicable, each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders;

(e) upon two (2) calendar days' written notice to the Company if any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases or the Debtors shall file a motion or other request for such relief; provided, that the dismissal or conversion of the Chapter 11 Case of any entity that (x) has determined to wind down its affairs and (y) does not own more than a *de minimis* amount of assets will not constitute a Consenting First Lien Lender Termination Event;

(f) upon five (5) days' written notice to the Company if the Debtors file any motion, application, adversary proceeding or cause of action (i) challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of the Claims of the First Lien Lenders or the liens securing the First Lien Obligations or the documents related thereto, (ii) otherwise seeking to impose liability upon or enjoin the First Lien Lenders or (iii) any other cause of action against and/or seeking to restrict the rights of holders of First Lien Obligations in their capacity as such (or if the Debtors support any such motion, application, adversary proceeding or cause of action commenced by any third party or consent to the standing of any such third party to bring such motion, application, adversary proceeding or cause of action);

(g) the Company makes an assignment for the benefit of creditors;

(h) upon five (5) days' written notice to the Company of the filing by the Debtors of any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with this Agreement and the Term Sheet, and such motion or pleading is not withdrawn within five (5) calendar days' notice thereof by the First Lien Agent or the Majority Consenting Lenders to the Debtors (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Debtors are provided with such notice such order is not stayed, reversed or vacated within five (5) business days of such notice); provided, however, that, in the case of a stay upon such judgment or order becoming unstayed and five (5) business days' notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders, a Consenting First Lien Lender Termination Event shall be deemed to have occurred;

(i) upon five (5) days' written notice to the Company if the Bankruptcy Court grants relief that is inconsistent in any material respect with this Agreement or the Restructuring and such inconsistent relief is not dismissed, vacated or modified to be consistent with this Agreement and the Restructuring within five (5) business days following notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders;

(j) upon five (5) days' written notice to the Company if the Debtors withdraw or revoke the Plan or file, publicly propose or otherwise support, or fail to actively oppose, any (i) Alternative Transaction or (ii) amendment or modification to the Restructuring containing any terms that are materially inconsistent with the implementation of, and the terms set forth in, the Term Sheet unless such amendment or modification is otherwise consented to in writing by the Majority Consenting Lenders;

(k) upon five (5) days' written notice to the Company if, on or after the RSA Effective Date, the Debtors engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than: (i) the commencement of the Chapter 11 Cases or other bankruptcy or similar proceeding; or (ii) as expressly permitted by the Restructuring Documents;

(l) the Debtors lose the exclusive right to file and solicit acceptances of a chapter 11 plan by final order of the Court;

(m) upon five (5) days' written notice to the Company of a material breach by the Company of any of the undertakings, representations,

warranties, covenants or obligations under this Agreement (to the extent not otherwise cured or waived in accordance with the terms hereof);

(n) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in the Term Sheet or any of the Restructuring Documents in a way that cannot be remedied by the Debtors subject to the satisfaction of the First Lien Agent and the Majority Consenting Lenders, in which case this Agreement and the obligations hereunder may be terminated by the Majority Consenting Lenders immediately;

(o) upon five (5) days' written notice to the Company that the economic substance or the legal rights, remedies or benefits of the transactions contemplated hereby is affected in any manner materially adverse to the Majority Consenting Lenders as a result of fraud, bad faith, willful misconduct, gross negligence, intentional misrepresentation or similar misconduct or bad acts by the Company or its board of directors, officers or senior management; provided, that such termination right must be exercised on or prior to two (2) calendar days prior to the confirmation hearing);

(p) upon five (5) calendar days' written notice to the Company, as determined by the Majority Consenting Lenders, that there has been an event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a material adverse effect, taking into account that the Company has or will file the Chapter 11 Cases, on (a) the business, assets, financial condition or results of operations of the Company, taken as a whole, (b) the rights and remedies of the First Lien Agent or any First Lien Lender under any Loan Document (as defined in the First Lien Credit Agreement) or any Restructuring Document or (c) the ability of the Company to perform its obligations under this Agreement, the Term Sheet, the DIP Term Sheet or any Restructuring Document.

(q) the substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the Plan has not occurred by the Outside Date.

3.2 Company Termination Events.

The occurrence of any of the following shall be a "Company Termination Event":

(a) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise preventing or prohibiting the consummation of the Restructuring contemplated in the Term Sheet or any of the Restructuring

Documents in a way that cannot be remedied by the Company subject to the satisfaction of the Company, the First Lien Agent and the Majority Consenting Lenders; and

(b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the Plan has not occurred by the Outside Date.

3.3 Reserved

3.4 Sponsor Termination Event

If, without the consent of the Sponsor, the treatment of the Sponsor set forth in the Restructuring Documents is amended in a manner that is adverse to the Sponsor and inconsistent with their treatment in Restructuring Term Sheet, such occurrence shall constitute a "Sponsor Termination Event."

3.5 Consensual Termination.

In addition to any termination event otherwise set forth herein, this Agreement shall terminate effective upon a written agreement of the Company and the Majority Consenting Lenders to terminate this Agreement.

3.6 Outside Date Termination.

This Agreement and the obligations hereunder may be terminated as to any Consenting First Lien Lender by such Consenting First Lien Lender if the substantial consummation (as defined in section 1101 of the Bankruptcy Code) of the Plan has not occurred by the Outside Date.

3.7 Termination Event Procedures.

(a) Company Termination Event Procedures. Upon the occurrence and during the continuation of any Company Termination Event, the termination of this Agreement shall be effective upon delivery of written notice (which may be by email from the Company's counsel) to each of the Consenting First Lien Lenders by the Company (the date of the effectiveness of such termination, the "Company Termination Date"), with a copy to counsel to the Sponsor.

(b) Consenting First Lien Lender Termination Event Procedures. Upon the occurrence of a Consenting First Lien Lender Termination Event, this Agreement shall terminate automatically without further action, unless waived, extended or amended in accordance with Section 10.12 hereof, provided, that to the extent notice is specifically required, this Agreement shall terminate five (5) business days after the Majority Consenting Lenders shall have given written notice to counsel to the Company of their intent to terminate this Agreement and the breach or other matter giving rise to the right to so terminate this Agreement

shall not have been cured during the five (5) business day period after receipt of such notice (the date of such termination, the "Consenting First Lien Lender Termination Date," and the date of termination of this Agreement either pursuant to a Company Termination Date or a Consenting First Lien Lender Termination Date, the "Termination Date"). The automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be deemed waived or modified for purposes of providing any notice hereunder.

(c) Reserved.

(d) Sponsor Termination Procedures. Upon the occurrence of a Sponsor Termination Event, this Support Agreement shall terminate solely with respect to the Sponsor without further action.

(e) Except as otherwise provided herein, upon the Termination Date, (i) this Agreement shall be of no further force and effect and the Parties shall be released from their respective commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that they would have had and shall be entitled to take all actions that they would have been entitled to take had they not entered into this Agreement; (ii) any and all consents or votes tendered by the Parties prior to such termination shall be deemed for all purposes to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with this Agreement, the Restructuring, the Plan or otherwise; and (iii) if Bankruptcy Court permission shall be required for a Consenting First Lien Lender to change or withdraw (or cause to be changed or withdrawn) its vote in favor of the Plan, no Party to this Agreement shall oppose any attempt by such Party to change or withdraw (or cause to be changed or withdrawn) such vote.

(f) Nothing in this Section 3.7 shall relieve any Party from (i) liability for such Party's breach of such Party's obligations hereunder or (ii) its obligations under this Agreement that expressly survive termination of this Agreement.

3.8 Limitation on Termination.

Except with respect to a termination pursuant to Section 4 below, no occurrence shall constitute a Termination Event if such occurrence is principally the result of the action or omission of the Party seeking to terminate this Agreement in violation of this Agreement.

Section 4. The Company's Fiduciary Obligations.

Notwithstanding anything to the contrary herein, (a) nothing herein requires the Company or its board of directors or officers to breach any fiduciary obligations they

have under applicable law; and (b) to the extent the Company's board of directors determines in good faith, upon advice of outside counsel, that its fiduciary obligations require the Company, at the direction of its board of directors, to terminate the Company's obligations under this Agreement, the Company may do so without incurring any liability to any Consenting First Lien Lender under this Agreement or the Term Sheet; provided, that (A) following receipt of any proposal, offer or indication of interest with respect to any such Alternative Transaction the Company shall disclose to Chapman and Cutler LLP in writing on a confidential basis (it being agreed that Chapman and Cutler LLP may share such disclosure with the Consenting First Lien Lenders): (i) the identity of such party; (ii) the nature of any interest expressed by such party; and (iii) the terms and conditions of any proposal or offer or other expression of interest for an Alternative Transaction from such party, which disclosure shall be given by the Company to Chapman and Cutler LLP within one (1) business day of receipt by the Company. In the event that the Company's board of directors determines in good faith, upon advice of outside counsel, that its fiduciary duties require the Company to terminate this Agreement and the Term Sheet, the Company shall provide five (5) business days' written notice (which may be by email) to the counsel to each of the Consenting First Lien Lenders (that were original signatories hereto). Upon termination of this Agreement pursuant to this Section 4, all obligations of each Consenting First Lien Lender hereunder shall immediately terminate without further action or notice. For the avoidance of doubt, the Company may review and discuss proposals from third parties, and at any time during which the Consenting First Lien Lenders hold collectively less than 66 2/3% of the First Lien Obligations, notwithstanding anything to the contrary contained herein, the Company may negotiate such proposals and immediately terminate this Agreement and the Term Sheet on written notice (which may be by email from the Company's counsel) pursuant to its fiduciary obligations, as set forth above; provided, that the Company will not review or discuss proposals from third parties or terminate this Agreement pursuant to this section 4 for fourteen (14) days following execution of this Agreement.

Section 5. Senior Exit Facility.

On the Plan Effective Date, all outstanding loans under the DIP Facility shall be paid off using the proceeds of a super-senior secured delayed-draw term exit facility (the "Senior Exit Facility"), which Senior Exit Facility will be amended, as of the Plan Effective Date, to, *inter alia*, provide *pro rata* commitments (collectively, the "Delayed Draw Commitment") from the Consenting First Lien Lenders (in such capacity, the "Senior Lenders") to fund up to $74.15 million, in super-senior secured delayed draw term loans (the delayed draw term loans provided pursuant to the Delayed Draw Commitment are referred to herein as the "Senior Exit Loans"), in accordance with the terms of the Term Sheet (and so long as this Agreement remains in full force and effect); provided, that *pro rata* participation in the DIP Facility, but not the Senior Exit Facility, shall be offered to each First Lien Lender in accordance with subscription procedures acceptable to the Majority Consenting Lenders.

Section 6. Conditions Precedent to Agreement.

The obligations of the Parties and the effectiveness of the Agreement are binding and effective immediately upon the execution and delivery of signature pages for this Agreement by the Company and each of the Consenting First Lien Lenders (the date upon which such condition is satisfied, the "RSA Effective Date"). Notwithstanding the foregoing, the Company's obligations set forth in Section 2.3(a)(xii) hereof shall not be effective until such time as Consenting First Lien Lenders that collectively hold no less than 66 2/3% of the First Lien Obligations have executed this Agreement.

Section 7. Representations, Warranties and Covenants.

7.1 Power and Authority.

Each Party, severally and not jointly, represents, warrants and covenants to each other Party that, as of the date of this Agreement, (i) such Party has and shall maintain all requisite corporate, partnership, or limited liability company power and authority to enter into this Agreement, and, subject to the Company obtaining necessary Bankruptcy Court approvals from and after the Petition Date, to carry out the transactions contemplated by, and perform its respective obligations under this Agreement and (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part (subject with respect to the Company from and after the Petition Date, the approval of the Bankruptcy Court). The Company further represents, warrants and covenants to each Consenting Party that the respective boards of directors (or such other governing body) for Speedstar, Transtar and each of the other Debtors has approved, by all requisite action, all of the terms of the Restructuring as set forth in the Term Sheet. The Sponsor further represents, warrants and covenants to each Consenting Lender that its governing body has approved, by all requisite action, all of the terms of the Restructuring as set forth in the Term Sheet.

7.2 Enforceability.

Each Party, severally and not jointly, represents, warrants and covenants to each other Party, that this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws limiting creditors' rights generally (including the Bankruptcy Code) or by equitable principles relating to enforceability or ruling of the Bankruptcy Court and, with respect to the Company from and after the Petition Date, subject to Bankruptcy Court approval.

7.3 Governmental Consents.

The Company, jointly and severally, represents, warrants, and covenants, to each Consenting Party that, as of the date of this Agreement, its execution, delivery, and performance of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with, or by, any Federal, state, or other governmental authority or regulatory body, except (i) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including

the approval of the Disclosure Statement and confirmation of the Plan, (ii) filings of amended certificates of incorporation or articles of formation or other organizational documents with applicable state authorities, and other registrations, filings, consents, approvals, notices, or other actions that are necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the business of the Company, and (iii) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the transactions contemplated hereby.

7.4 Ownership.

(a) Each Consenting Lender, severally and not jointly, represents, warrants and covenants to the Company that, without limiting the ability to sell, transfer or assign any of the First Lien Obligations, or any other claims against or interests in the Company (collectively, the "Holdings"), subject to Section 10 below, (i) such Party is either (1) the legal and beneficial owner of the Holdings in the principal amounts indicated on such Party's signature page hereto or (2) has investment or voting discretion or control with respect to discretionary accounts for the holders or beneficial owners of the Holdings in the principal amounts set forth on its signature page and has the power and authority to bind the legal and beneficial owner(s) of such Holdings to the terms of this Agreement; (ii) such Party (x) has and shall maintain full power and authority to vote on and consent to or (y) has received direction from the party having full power and authority to vote on and consent to such matters concerning its portion of the Holdings and to exchange, assign and transfer such Holdings; and (iii) other than pursuant to this Agreement, such Holdings are and shall continue to be free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition, or encumbrances of any kind, that would materially and adversely affect in any way such Party's performance of its obligations contained in this Agreement.

(b) The Company, jointly and severally, represents, warrants and covenants to the Consenting Lenders that: (i) Speedstar is the direct or indirect record and beneficial holder of all of the equity interests in each other Debtor signatory hereto; (ii) all such equity interests are duly authorized and validly issued, fully paid and non-assessable, free and clear of any liens, claims and encumbrances of any kind (other than liens, claims and encumbrances granted for the benefit of the (1) First Lien Lenders or as permitted under the First Lien Credit Agreement or (2) Second Lien Lenders or as permitted under the Second Lien Credit Agreement) and have been issued in compliance with applicable law; (iii) none of the equity interests in the Company are subject to, or have been issued in violation of, preemptive or similar rights; and (iv) no voting trusts, proxies, or other agreements or understandings exist with respect to the voting equity interests of any Company signatory hereto.

For purposes of this Section 7.4 "equity interests" means any: (a) partnership interests; (b) membership interests or units; (c) shares of capital stock; (d) other interest or participation that confers on a person the right to receive a share of the profits and losses

of, or distribution of assets of, the issuing entity; (e) subscriptions, calls, warrants, options, or commitments of any kind or character relating to, or entitling any person or entity to purchase or otherwise acquire membership interests or units, capital stock, or any other equity securities; (f) securities convertible into or exercisable or exchangeable for partnership interests, membership interests or units, capital stock, or any other equity securities; or (g) other interest classified as an equity security.

7.5 Other Agreements.

Without limiting the Company's obligations hereunder, until the Termination Date, the Company, jointly and severally, represents, warrants, and covenants to the Consenting Lenders that it shall not enter into any other restructuring support agreement related to a partial or total restructuring of the Company's obligations, unless such agreement is (a) consistent with the terms of the Restructuring, the Term Sheet and this Agreement and (b) consented to in writing by the Majority Consenting Lenders.

7.6 No Conflict.

The Company, jointly and severally, represents, warrants, and covenants to the Consenting Lenders that the execution, delivery and performance by it of this Agreement does not: (a) violate any provision of law, rule or regulation applicable to it or its certificate of incorporation or by-laws (or other organizational document); or (b) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation to which it is a party.

The Sponsor represents, warrants, and covenants to the Consenting Lenders that the execution, delivery and performance by it of this Support Agreement does not: (a) violate any provision of law, rule or regulation applicable to it or its certificate of incorporation or by-laws (or other organizational document); or (b) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation to which it is a party.

7.7 Additional Lender Parties.

Any First Lien Lender may, at any time after the RSA Effective Date and prior to the commencement of solicitation on the Plan, become a party to this Agreement as a Consenting Lender (a "Joining Party") by executing a joinder agreement (the "Joinder") substantially in the form attached as Exhibit C hereto, pursuant to which such Joining Party represents and warrants to the Company that it agrees to be bound by the terms of this Agreement as a Consenting First Lien Lender hereunder.

Section 8. Liability.

8.1 Remedies.

(a) It is understood and agreed by each of the Parties that any breach of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the Parties agree that, in addition to any other

remedies, each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief, without the necessity of posting a bond, for any such breach, including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder. The Parties agree that for so long as the Parties have not taken any action to prejudice the enforceability of this Agreement (including without limitation, alleging in any pleading that this Agreement is unenforceable), and have taken such actions as are required or desirable for the enforcement hereof, then the Parties shall have no liability for damages hereunder in the event that this Agreement is found by a court of competent jurisdiction, on a final and non-appealable basis, not to be enforceable. Each Party further agrees that no other Party or any other person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.1, and each Party (1) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (2) shall cooperate fully in any attempt by the other Party to obtain such equitable relief.

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

Section 9. Acknowledgement.

This Agreement and the Term Sheet and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective representatives. Notwithstanding anything herein to the contrary, this Agreement is not, and shall not be deemed to be, (i) a solicitation of votes for the acceptance of the Plan or any chapter 11 plan for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise or (ii) an offer for the purchase, sale, exchange, hypothecation, or other transfer of securities for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934.

Section 10. Miscellaneous Terms.

10.1 Assignment; Transfer Restrictions.

(a) Each Consenting Lender hereby agrees, severally and not jointly, for so long as this Agreement shall remain in effect, not to Transfer any Holdings unless, as a condition precedent to any such transaction, the transferee thereof executes and delivers a Joinder to the Company and the Consenting Lenders upon the execution of an agreement in respect of the relevant Transfer. Upon execution of a Joinder, the transferee shall be deemed to be a Consenting First Lien Lender for purposes of this Agreement, except as otherwise set forth or limited herein.

(b) This Agreement shall in no way be construed to preclude any Consenting Lender from acquiring additional Holdings; provided, that any such Holdings shall automatically be deemed to be subject to the terms of this Agreement.

(c) Any person that receives or acquires Holdings pursuant to a Transfer of such Holdings by a Consenting Lender shall be deemed a Joining Party, hereby agrees to be bound (and to be deemed to be bound regardless of whether it executes and delivers a Joinder) by all of the terms of this Agreement (as the same may be hereafter amended, restated or otherwise modified from time to time) and hereby further agrees to execute and deliver a Joinder. Subject to the terms and conditions of any order of the Bankruptcy Court, the transferring Consenting Lender shall provide Transtar and the First Lien Agent with a copy of any Joinder executed by such Joining Party within two (2) business days following such execution in which event (A) the Joining Party shall be deemed to be a Consenting Lender hereunder with respect to all of its owned or controlled Holdings and rights or interests (voting or otherwise) and (B) the transferor Lender shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement solely to the extent of such transferred Holdings.

(d) With respect to the Holdings of any Joining Party upon consummation of the Transfer of such Holdings, the Joining Party hereby makes (and is deemed to have made) the representations and warranties of the Consenting Lenders set forth in Section 7 hereof to the Company.

(e) Any Transfer of any Holdings that does not comply with the procedures set forth in sub-clause (a) of this Section 10.1 shall be deemed void *ab initio*.

(f) Notwithstanding sub-clause (a) of this Section 10.1: (i) an entity that is acting in its capacity as a Qualified Marketmaker shall not be required to be or become a Consenting Lender to effect any transfer (by purchase, sale, assignment, participation, or otherwise) of any claim against the Company, as applicable, by a Consenting Lender to a transferee; provided, that such transfer by a Consenting Lender to a transferee shall be in all other respects in accordance with and subject to sub-clause (a) of this Section 10.1; and (ii) to the extent that a Consenting Lender, acting in its capacity as a Qualified Marketmaker, acquires any claim against, or interest in, the Company from a holder of such claim or interest who is not a Consenting Lender, it may transfer (by purchase, sale, assignment, participation, or otherwise) such claim or interest without the requirement that the transferee be or become a Consenting Lender in accordance with this Section 10.1; provided, further, that in the event a Qualified Marketmaker is, on the voting deadline for the Plan, the beneficial holder of any claim against, or interest in, the Company that was acquired from a Consenting Lender, it shall vote such claim or interest in accordance with Section 2.3(b) of this Agreement. For purposes of this sub-clause (f), a "Qualified Marketmaker" means an entity that (x) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers claims against the Company and its affiliates (including debt securities or other debt) or enter with customers into long and short positions in claims against the Company and its affiliates (including debt securities or other debt), in its capacity as a dealer or market maker in such claims against the Company and its affiliates, and (y) is in

fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt). A Qualified Marketmaker acting in such capacity may purchase, sell, assign, transfer, or participate any Holdings against or interests in the Company other than Holdings held by a Consenting Lender without any requirement that the transferee be or become subject to this Agreement.

(g) The restrictions in this Section 10.1 are in addition to any transfer restrictions in the First Lien Credit Agreement or Second Lien Credit Agreement, as applicable, and, in the event of a conflict, the transfer restrictions contained in this Agreement shall control.

10.2 Management Incentive Plan.

The reorganized Company shall implement the Management Incentive Plan (pursuant to and as defined in the Term Sheet), in form and substance consistent with the Term Sheet and otherwise on customary terms (and, to the extent of any changes that are materially inconsistent with such terms or that are not customary, otherwise satisfactory to the Company and the Majority Consenting Lenders), on and as of the Plan Effective Date. Subject to the foregoing, prior to the Plan Effective Date, the new board of directors of the Company as set forth in the Term Sheet and Speedstar shall approve all final documents, allocations, and grants to be made pursuant to the Management Incentive Plan (effective upon the Plan Effective Date).

10.3 No Third Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Company, the Sponsor, and each Consenting Lender and each of their respective successors and permitted assigns. No other person or entity shall be a third party beneficiary.

10.4 Entire Agreement.

This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement; provided, however, that any confidentiality agreement executed by any Party shall survive this Agreement and shall continue in full force and effect, subject to the terms thereof, irrespective of the terms hereof.

10.5 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed copy of this Agreement shall be deemed to be a certification by each person executing this Agreement on behalf of a Party that such person and Party has been duly authorized and empowered to execute and deliver this Agreement and each other Party may rely on such certification. Delivery of an executed signature page of this

Agreement by email or facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

10.6 Settlement Discussions.

This Agreement and the Term Sheet are part of a proposed settlement of disputes among the Parties hereto. Nothing herein shall be deemed to be an admission of any kind. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement, the Term Sheet and all documents, agreements and negotiations relating thereto (including any prior drafts of any of the foregoing) are the product of negotiations entered into at arms' length and in good faith and shall not be admissible into evidence or constitute an admission or agreement in any proceeding involving a Party; provided, however, that the final execution versions of this Agreement and the exhibits thereto may be admissible into evidence or constitute an admission or agreement in any proceedings to enforce the terms of this Agreement, obtain entry of the RSA Assumption Order by the Bankruptcy Court and/or support the solicitation, confirmation and consummation of the Plan.

10.7 Reservation of Rights.

(a) Except as expressly provided in this Agreement or in any applicable confidentiality agreement, nothing herein is intended to, does or shall be deemed in any manner to limit (i) the ability of a Consenting Lender to consult with other Consenting Lenders, the Company or any third party, (ii) the rights of a Consenting Lender to be heard as a party in interest in the Chapter 11 Cases, or (iii) the rights of a Consenting Lender to defend against any objection to, or estimation of, any of its Holdings, in each case so long as such consultation, appearance or defense is consistent with the Consenting Lender's obligations under this Agreement.

(b) Except as expressly provided in this Agreement, nothing herein is intended to, nor does, in any manner waive, limit, impair or restrict any right of any Party or the ability of each of the Parties to protect and preserve its rights, remedies and interests, including without limitation, Claims against and interests in the Company. If the transactions contemplated by this Agreement and in the Term Sheet are not consummated as provided herein, if a Termination Date occurs, or if this Agreement, or a Party's obligations under this Agreement, is otherwise terminated for any reason, each Party fully reserves any and all of its respective rights, remedies and interests (if any) under the First Lien Credit Agreement, this Agreement, any other relevant Holdings, applicable law and in equity.

10.8 Governing Law; Waiver of Jury Trial.

(a) The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties arising out of this Agreement, whether sounding in contract, tort or otherwise.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York and without regard to any conflicts of law provision or

principle that would require or permit the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each Party hereby irrevocably and unconditionally agrees for itself that, subject to Section 10.8(c) hereof, any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in any federal court of competent jurisdiction in New York County, State of New York, and by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceedings.

(c) Notwithstanding the foregoing, nothing in Sections 10.8(a) or (b) hereof shall limit the authority of the Bankruptcy Court to hear any matter related to or arising out of this Agreement.

10.9 Successors.

This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section 10.9 shall be deemed to permit any transfer, tender, vote or consent, of any claims or interests other than in accordance with the terms of this Agreement. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties (and those permitted assigns), any benefit or any legal or equitable right, remedy or claim under this Agreement.

10.10 Relationship Among Consenting Lenders.

Notwithstanding anything herein to the contrary, the duties and obligations of the Consenting Lenders under this Agreement shall be several in nature and not joint obligations.

10.11 Acknowledgment of Counsel.

Each of the Parties acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. This Agreement is the product of negotiations conducted at arms' length and in good faith by the Parties, and its provisions shall be interpreted in a neutral manner and one intended to effect the intent of the Parties. No Party shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

10.12 Amendments, Modifications, Waivers.

(a) Except as otherwise specified herein or in the Term Sheet, this Agreement (including, without limitation, the Term Sheet or the DIP Term Sheet) may only be modified, amended or supplemented by an agreement in writing signed by each of the Company and the Majority Consenting Lenders; provided, that (i) if the modification, amendment, supplement or waiver at issue adversely impacts the treatment or rights of any Consenting First Lien Lender differently than other Consenting First Lien Lenders or imposes a material obligation, cost or liability upon such Consenting First Lien Lender differently than upon other Consenting First Lien Lenders, the agreement in writing of such Consenting First Lien Lender whose treatment or rights are materially adversely impacted in a different manner than other Consenting First Lien Lenders or upon whom a material obligation, cost or liability would be imposed differently than upon other Consenting First Lien Lenders shall also be required for such modification, amendment, supplement, or waiver to be effective; and (ii) any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, under the First Lien Credit Agreement, the DIP Facility or the Senior Exit Facility may only be modified, amended or supplemented by an agreement in writing signed by (a) in the case of the DIP Facility, the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination, (b) in the case of the First Lien Credit Agreement, the Company and First Lien Lenders holding one hundred percent (100%) of the aggregate amount of loans outstanding under the First Lien Credit Agreement at the time of determination, and (c) in the case of the Senior Exit Facility, the Company and Senior Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the Senior Exit Facility at the time of determination. Each of the First Lien Credit Agreement, the DIP Facility and the Senior Exit Facility shall provide that any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, may only be modified, amended or supplemented by an agreement in writing signed by (a) in the case of the DIP Facility, the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination, (b) in the case of the First Lien Credit Agreement, the Company and First Lien Lenders holding one hundred percent (100%) of the aggregate amount of loans outstanding under the First Lien Credit Agreement at the time of determination, and (c) in the case of the Senior Exit Facility, the Company and Senior Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the Senior Exit Facility at the time of determination. Any modification, amendment, supplement or waiver making distributions other than *pro rata* among holders of the PIK Debt may only be modified, amended or supplemented by an agreement in writing signed by the Company and one hundred percent (100%) of the holders of the PIK Debt at the time of determination and the PIK Notes shall provide that any modification, amendment, supplement or waiver making distributions other than *pro rata* among holders of the PIK Debt may only be modified, amended or supplemented by an agreement in writing signed by the Company

and one hundred percent (100%) of the holders of the PIK Debt at the time of determination.

(b) In determining whether any consent or approval has been given or obtained by the Majority Consenting Lenders, any loans and/or commitments held by any then-existing Consenting First Lien Lender that is in material breach of its covenants, obligations or representations under this Agreement shall be excluded from such determination, and the loans held by such Consenting First Lien Lender shall be treated as if they were not outstanding.

(c) Any waiver shall not be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

(d) The failure of any Party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party with its obligations hereunder shall not constitute a waiver by such Party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(e) Notwithstanding the foregoing provisions of this Section 10.12, no written waiver shall be required of the Company in the case of a waiver of a Consenting Lender Termination Event.

10.13 Severability of Provisions.

If any provision of this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, that provision shall not affect the validity, legality or enforceability of any other provision of this Agreement.

10.14 Notices.

Unless otherwise set forth herein, all notices and other communications required or permitted hereunder shall be in writing (which may be by email) and shall be deemed given when: (a) delivered personally or by overnight courier to the applicable addresses set forth below; or (b) sent by facsimile transmission or email to the parties listed below.

If to the Company, to:

Transtar Holding Company
7350 Young Drive
Walton Hills, Ohio 44146
Attention: Joseph Santangelo
Telecopy: (440) 232-0632
Email: jsantangelo@transtar1.com

with a copy to (for informational purposes only):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Rachel C. Strickland, Esq. and Neil W. Townsend, Esq.
Telecopy: (212) 728-8111
Email: rstrickland@willkie.com and ntownsend@willkie.com

If to the Consenting First Lien Lenders, to the email address set forth on its signature page, with a copy to (for informational purposes only):

Chapman and Cutler LLP
1270 Avenue of the Americas, 30th Floor
New York, New York 10020
Attention: Steven Wilamowsky, Esq.
Telecopy: (212) 655-3332
Email: wilamowsky@chapman.com

If to Sponsor, to the email address set forth on its signature page, with a copy to (for informational purposes only):

Young Conaway Stargatt & Taylor
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attention: Michael R. Nestor
Telecopy: (302) 576-3321
E-mail: mnestor@ycst.com

10.15 Disclosure of Consenting Lender Information.

Unless required by applicable law or regulation, the Company and each Consenting Lender agrees to keep confidential the amount of all Holdings in the Company held (beneficially or otherwise) by any Consenting Lender absent the prior written consent of such Consenting Lender (which consent may be by email from its counsel); and if such announcement or disclosure is so required by law or regulation, the Company shall provide each Consenting Lender with advance notice of the intent to disclose and shall afford each of the Consenting Lenders a reasonable opportunity to review and comment upon any such announcement or disclosure prior to the Company making such announcement or disclosure. If the Company determines that it is required to attach a copy of this Agreement to any document in connection with the Restructuring, it will redact any reference to a specific Consenting Lender and such holder's Holdings. The foregoing shall not prohibit the Company from disclosing the aggregate claims or interests of all Consenting Lenders as a group.

10.16 Transaction Expenses.

Following the closing of the DIP Facility, and prior to the Termination Date, the Company agrees to pay on demand (and in any event no later than ten (10) calendar days following receipt of an invoice) the Transaction Expenses without the need for any party to file a fee application or otherwise seek Bankruptcy Court approval of such Transaction Expenses (whether incurred prior to, on or after the Petition Date), but subject to any procedural requirements set forth in the DIP Order.

10.17 Survival.

Notwithstanding the termination of this Agreement pursuant to Section 3 or Section 4 hereof, the agreements and obligations of the Parties in this Section 10, Section 3.5 and Section 4 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

10.18 Construction.

Unless otherwise specified herein, references in this Agreement to any Section or clause refer to such Section or clause as contained in this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import in this Agreement refer to this Agreement as a whole, and not to any particular Section or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

10.19 Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

10.20 Incorporation of Schedules and Exhibits.

The exhibits and schedules attached hereto and identified in this Agreement are incorporated herein by reference and made a part hereof as if fully set forth herein. For the avoidance of doubt, all reference to any Party's "obligations hereunder" shall include such Party's obligations under this Agreement, the Term Sheet and/or the DIP Term Sheet, as applicable.

10.21 Independent Due Diligence and Decision-Making.

Each Party confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

SPEEDSTAR HOLDING CORPORATION

By: _____
Name: Joseph Santangelo
Title: EVP & CFO

TRANSTAR HOLDING COMPANY

By: _____
Name: Joseph Santangelo
Title: EVP & CFO

TRANSTAR GROUP, INC.
TRANSTAR INDUSTRIES, INC.
TRANSTAR INTERNATIONAL, INC.
TRANSTAR AUTOBODY TECHNOLOGIES, INC.
AXIOM AUTOMOTIVE HOLDINGS CORPORATION
AXIOM TECHNOLOGIES HOLDINGS CORP., INC.
AXIOM AUTOMOTIVE TECHNOLOGIES, INC.
DIY TRANSMISSION PARTS, LLC

By: _____
Name: Joseph Santangelo
Title: EVP & CEO

ETX HOLDINGS, INC.
ABC TRANSMISSION PARTS WAREHOUSE, INC.
ALMA PRODUCTS I, INC.
ATCO PRODUCTS, INC.
DACCO/DETROIT OF ALABAMA, INC.
DACCO/DETROIT OF ARIZONA, INC.
DACCO/DETROIT OF CHATTANOOGA, INC.
DACCO/DETROIT OF FLORIDA, INC.
DACCO/DETROIT OF GEORGIA, INC.
DACCO/DETROIT OF INDIANA, INC.
DACCO/DETROIT OF KENTUCKY, INC.
DACCO/DETROIT OF MARYLAND, INC.
DACCO/DETROIT OF MEMPHIS, INC.
DACCO/DETROIT OF MICHIGAN, INC.
DACCO/DETROIT OF MINNESOTA, INC.
DACCO/DETROIT OF MISSOURI, INC.
DACCO/DETROIT OF NEW JERSEY, INC.
DACCO/DETROIT OF OHIO, INC.
DACCO/DETROIT OF OKLAHOMA, INC.
DACCO/DETROIT OF PENNSYLVANIA, INC.
DACCO/DETROIT OF SOUTH CAROLINA, INC.
DACCO/DETROIT OF TEXAS, INC.
DACCO/DETROIT OF VIRGINIA, INC.
DACCO/DETROIT OF WEST VIRGINIA, INC.
DACCO/DETROIT OF WISCONSIN, INC.
DACCO, INCORPORATED
DACCO TRANSMISSION PARTS (CA), INC.
DACCO TRANSMISSION PARTS (CO), INC.
DACCO TRANSMISSION PARTS (LA), INC.
DACCO TRANSMISSION PARTS (NC), INC.
DACCO TRANSMISSION PARTS (NJ), INC.
DACCO TRANSMISSION PARTS (NM), INC.
DACCO TRANSMISSION PARTS (NY), INC.
ETX, INC.
ETX TRANSMISSIONS, INC.
MICHIGAN EQUIPMENT CORPORATION
NASHVILLE TRANSMISSION PARTS, INC.

By: _____
Name: Joseph Santangelo
Title: Treasurer, EVP & CFO

CONSENTING FIRST LIEN LENDER

11/13/16

By: Silver Point Capital, L.P., on behalf of certain funds and accounts managed
Name: Brett Rodda
Title: General Counsel

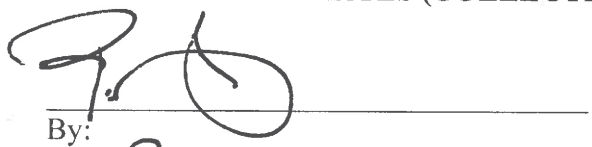
If a second signature is required:

By:
Name:
Title:

Principal amount of First Lien Obligations:

Notice Address:	Silver Point Capital
	2 Greenwich Plaza
Attn:	Jeff Forlizzi
Fax:	203-542-4141
Email:	jforlizzi@silverpointcapital.com

**FRIEDMAN FLEISCHER & LOWE, LLC ("FFL"),
FUNDS MANAGED BY FFL THAT HOLD EQUITY INTERESTS
IN SPEEDSTAR, THE GENERAL PARTNER OF SUCH FUNDS
AND THEIR AFFILIATES (COLLECTIVELY, "SPONSOR")**



By: _____
Name: Robert Duggal
Title: Managing Director

Notice Address: _____
_____
Attn: _____
Fax: _____
Email: _____

EXHIBIT A TO RESTRUCTURING SUPPORT AGREEMENT

TERM SHEET

Execution Version

TRANSTAR: PROPOSED RESTRUCTURING TERMS

This term sheet (this "Term Sheet") outlines the key terms of a potential restructuring (the "Restructuring") of existing debt and certain other obligations of Speedstar Holding Corporation ("Holdings," and as reorganized, "Reorganized Holdings"), Transtar Holding Company ("Transtar," or the "Borrower," and as reorganized, "Reorganized Transtar") and the other Loan Parties under and as defined in (i) that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as the same has been and may be further amended, restated, modified or supplemented from time to time in accordance with its terms, the "First Lien Credit Agreement"), by and among Holdings, Transtar, the other Loan Parties under and as defined therein, the lenders party thereto (the "First Lien Lenders") and Royal Bank of Canada, as administrative agent and collateral agent (collectively, in such capacities, the "First Lien Agent"); and (ii) that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (as the same has been and may be further amended, restated, modified or supplemented from time to time in accordance with its terms, the "Second Lien Credit Agreement"), by and among Holdings, Transtar, the lenders party thereto and Cortland Capital Market Services, LLC, as administrative agent and collateral agent. This Term Sheet is attached to, and forms a part of, the Amended and Restated Restructuring Support Agreement, dated as of November 18, 2016 (the "Restructuring Support Agreement"), among the Company (as defined herein), certain of the First Lien Lenders party thereto (collectively, the "Consenting Lenders"), and Friedman Fleischer & Lowe, LLC ("FFL"), funds managed by FFL that hold equity interests in Speedstar, the general partner of such funds and their affiliates (collectively, "Sponsor," and, together with the Consenting Lenders, the "Consenting Parties"). The Consenting First Lien Lenders hold, in the aggregate, not less than 64.1% of the debt outstanding under the First Lien Credit Agreement as of the RSA Effective Date (as defined in the Restructuring Support Agreement). As used herein, the term "Majority Consenting Lenders" shall mean Consenting First Lien Lenders holding in excess of fifty percent (50%) of the aggregate outstanding Loans (as defined in the First Lien Credit Agreement as of October 15, 2016) held by all Consenting First Lien Lenders at the time of determination.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the First Lien Credit Agreement as of October 15, 2016 or Restructuring Support Agreement, as the context requires.

IMPLEMENTATION:	The Company shall implement the Restructuring by proposing and confirming a plan of reorganization (as amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement, the "Plan") in cases (the "Chapter 11 Cases") to be commenced by Holdings, Transtar and their respective domestic wholly-owned direct and indirect subsidiaries (collectively with Holdings and Transtar, the "Debtors" or the "Company," and as reorganized, the "Reorganized Debtors") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), pursuant to the terms and conditions of the Restructuring Support Agreement and otherwise reasonably satisfactory in all respects to (i) the Company, (ii) the First Lien Agent, (iii) the Majority Consenting Lenders, (iv) solely with respect to the treatment of the Sponsor to the extent such treatment differs from this Term Sheet, the Sponsor Release (as defined below) and the conditions precedent to payment of the Sponsor Contribution (as defined below), the Sponsor. The Debtors shall

file the Plan and the disclosure statement that relates to the Plan and is approved by the Bankruptcy Court pursuant to sections 1125 and 1126(b) of the Bankruptcy Code (the "Disclosure Statement") within one (1) business day of the date of filing (the "Petition Date") of the Chapter 11 Cases. With the consent and agreement of the Company and the Majority Consenting Lenders, the Company may implement the Restructuring with respect to Alma Products Company and Axiom Automotive Technologies other than through a reorganization under chapter 11 of the Bankruptcy Code.

The court order confirming the Plan (the "Confirmation Order") shall be deemed to 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, including the issuance of all securities, notes, instruments, certificates and other documents required to be issued pursuant to the Restructuring.

DIP FINANCING:

The Consenting First Lien Lenders, on a *pro rata* basis, shall provide a postpetition secured debtor-in-possession delayed draw term loan facility (the "DIP Facility"), in an amount not to exceed $69,700,000, and shall consent to the Debtors' use of cash collateral in accordance with a budget (the "Budget"), on the terms and conditions set forth in the DIP Term Sheet attached as Exhibit B to the Restructuring Support Agreement, *provided* that availability of credit under the DIP Facility shall be blocked above $55,000,000, subject to the consent of the DIP Agent and Required DIP Lenders for availability above such amount. Each of the First Lien Lenders shall be entitled to participate on a *pro rata* basis, based on Exchanged First Lien Loan (as defined herein) commitments, in the DIP Facility (all participating institutions, the "DIP Lenders"), *provided* that such First Lien Lenders shall have elected to participate in the DIP Facility prior to noon (ET) on November 19, 2016, and, *provided further*, that each First Lien Lender's entitlement to participate in the DIP Facility shall be calculated by aggregating affiliated First Lien Lenders' Exchanged First Lien Loan commitments, such that any First Lien Lender shall be entitled to participate on a *pro rata* basis taking into account the Exchanged First Lien Loan commitments of such entity's non-participating affiliates. With respect to the foregoing, the DIP Agent shall be entitled to rely on instructions received from any First Lien Lender as to all of such First Lien Lender's affiliates. The proceeds from the initial draw of the DIP Facility shall be used for purposes consistent with the Budget. The loans outstanding under the DIP Facility shall bear interest at L + 700 (with a 125 bps floor) per annum. Silver Point Finance, LLC will act as the administrative agent under the DIP Facility (the "DIP Agent"). All loans outstanding under the DIP Facility shall be paid off on the Effective Date using proceeds from Senior Exit Loans (as defined herein) made under the Senior Exit Facility (as

	defined herein). Loans made under the DIP Facility shall mature, be repayable in full, and the DIP Facility shall terminate on such date that is the earliest to occur of (i) the effective date (the "Effective Date") of a confirmed Plan, and (ii) four (4) months after the Petition Date which date may, at the request of the Borrower and subject to the prior written consent of the DIP Agent, be extended four times by one (1) month per extension.
***PRO RATA* DEBT FOR EQUITY AND PIK DEBT EXCHANGE:**	On the Effective Date, the First Lien Lenders shall contribute and exchange on a *pro rata* basis $224,600,000 in outstanding Obligations under and as defined in the First Lien Credit Agreement (the "Exchanged First Lien Loans") for all of the New Equity of the Reorganized Debtors and all of the PIK Debt, subject, in each case, to dilution by the Management Incentive Plan and the distribution of New Equity and PIK Debt to Senior Lenders provided for herein (each as defined herein). The Exchanged First Lien Loans shall be exchanged at a ratio of $1 of Exchanged First Lien Loans for 1 share of New Equity. Following such contribution, such Exchanged First Lien Loans shall be cancelled and extinguished. For the avoidance of doubt, after such contribution and exchange upon the Effective Date, the pro forma aggregate amount of Loans shall be $200,000,000.
FIRST LIEN PREPETITION INTEREST:	No payment of accrued and unpaid prepetition interest owing under the First Lien Credit Agreement.
SENIOR EXIT FACILITY:	On the Effective Date, those Consenting First Lien Lenders that executed the Restructuring Support Agreement prior to noon (ET) on November 19, 2016 (in such capacity, the "Senior Lenders"), on a *pro rata* basis, shall provide commitments (collectively, the "Delayed Draw Commitment") to fund up to $74.15 million in super-senior secured delayed draw term loans (such loans, the "Senior Exit Loans") as a super-senior secured exit facility (the "Senior Exit Facility") and such Consenting First Lien Lenders shall receive, on a *pro rata* basis, (i) 8.75% of the New Equity and 8.75% of the PIK Debt, and (ii) an additional 8.75% of the New Equity and an additional 8.75% of the PIK Debt if, and only if, such Consenting First Lien Lenders shall have executed the Restructuring Support Agreement prior to noon (ET) on November 19, 2016. Consenting First Lien Lenders that executed the Restructuring Support Agreement at or after noon (ET) on November 19, 2016 shall not be entitled to participate in the Senior Exit Facility unless the Majority Consenting Lenders agree otherwise, and shall not be entitled to any New Equity or PIK Debt solely in their capacities as Senior Lenders. The Senior Exit Facility shall be implemented through an amendment or amendment and restatement of the DIP Facility documentation, and shall, *inter alia*, permit the use of loan proceeds to cash collateralize issued and undrawn letters of credit and to pay down any loans then outstanding under the DIP Facility. The Senior

Exit Facility shall have the following terms:

Maturity: The Senior Exit Loans shall mature, be repayable in full, and the Delayed Draw Commitment shall terminate on the date that is five (5) years from the Effective Date.

Interest Rate: The Senior Exit Loans shall bear interest at L + 425 (with a 125 bps floor) per annum.

Draws: The Borrower shall provide the Senior Lenders with five (5) Business Days' written notice prior to each draw. Upon such written notice (and subject to customary conditions to borrowing), the Borrower may be able to make such draws. Any draw made under the Delayed Draw Commitment shall be in amounts equal to not less than $5,000,000.

In no event shall the aggregate principal amount of Senior Exit Loans exceed $74.15 million.

The agent for the Senior Exit Facility shall be selected by the Majority Consenting Lenders, but shall not be any entity, or any affiliate thereof, that is a First Lien Lender between the date hereof and the date such agent shall be selected.

The Senior Exit Facility shall be senior in all respects to the Remaining Term Loans (as defined herein) and subject to an intercreditor agreement setting forth terms and conditions customary for this type of financing. The loan documents for such Senior Exit Facility (the "Exit Loan Documents") shall be consistent with this Term Sheet and substantially similar to the loan documents for the First Lien Credit Agreement (as amended on the Effective Date in accordance with the terms of this Term Sheet), as modified to reflect the super senior status of the Senior Exit Facility. For the avoidance of doubt, unless expressly provided to the contrary herein, the terms of the Senior Exit Facility shall be no more onerous on, or limiting to, the Borrower and the other Loan Parties, than the terms included in the facility for the Remaining Term Loans. Notwithstanding the foregoing, the Exit Loan Documents shall be reasonably acceptable in all respects to the Majority Consenting Lenders.

UNSECURED PIK DEBT

On the Effective Date, the Reorganized Debtors shall issue $60 million of unsecured debt (the "PIK Debt" and the notes issued in connection therewith, "PIK Notes") in exchange for the Exchanged First Lien Loans in accordance with the terms hereof, subject to dilution by the Management Incentive Plan and the distribution of PIK Notes to Senior Lenders provided for herein. The PIK Facility shall have the following terms:

Maturity: The PIK Notes shall mature and be repayable in full on the date that is five (5) years from the Effective Date. The PIK Notes shall be prepayable in whole or in part upon certain conditions to be set forth in the definitive documentation.

Interest Rate: The PIK Notes shall bear interest at 8.75% per annum, of which interest 1% shall be payable semi-annually and payable in cash, and of which 7.75% shall be payable semi-annually and payable-in-kind.

Covenants: The PIK Notes shall be "covenant lite" and include covenants to the extent relating to the repayment of the obligations. To the extent of any additional covenants, such covenants shall be stepped back from those in the First Lien Credit Agreement and deemed waived or amended upon waiver or amendment under the First Lien Credit Agreement.

Conversion: The PIK Notes shall be convertible, at each holder's option, to New Equity at 112.5% of the New Equity value as of the Effective Date. Holders of at least 51% of the PIK Debt outstanding at any time of determination may force conversion of the entire issue.

Amendments: Terms of the PIK Notes, including, but not limited to, principal, interest and maturity, may be amended by holders of at least 51% of the PIK Debt outstanding at any time of determination, *provided* that any modification, amendment, supplement or waiver making distributions other than *pro rata* among holders of the PIK Debt may only be modified, amended or supplemented by an agreement in writing signed by the Company and one hundred percent (100%) of the holders of the PIK Debt at the time of determination and the PIK Notes shall provide that any modification, amendment, supplement or waiver making distributions other than *pro rata* among holders of the PIK Debt may only be modified, amended or supplemented by an agreement in writing signed by the Company and one hundred percent (100%) of the holders of the PIK Debt at the time of determination.

ORIGINAL ISSUE DISCOUNT: All loans funded under the Senior Exit Facility shall be funded with original issue discount of six percent (6%) (resulting in proceeds of each such loan being advanced net of the original issue discount) (the "Original Issue Discount"). The Debtors acknowledge and agree that they will receive proceeds of each loan under the Senior Exit Facility in an amount equal to ninety-four percent (94%) of the amount requested to be funded, but the entire principal amount of each such loan shall be deemed to be outstanding. To the extent that there are any unfunded commitments under the Senior Exit Facility as of the date all loans outstanding under the Senior Exit Facility are repaid in full, and all commitments thereunder terminated (the "Exit Termination Date"), the Debtors shall pay to the Senior Lenders a fee (the "Exit Fee") equal to six percent (6%) of the aggregate unfunded commitments on the Exit Termination Date, which Exit Fee shall be earned on the Closing Date (as defined in the definitive loan documents for the DIP Facility) and payable in cash on the Exit Termination Date.

AMENDMENTS TO FIRST LIEN CREDIT AGREEMENT: On the Effective Date, the First Lien Lenders shall continue to retain their *pro rata* interest in the $200,000,000 of Loans that were not contributed as Exchanged First Lien Loans, subject to the amendments set forth herein (the "Remaining Term Loans"). The loan documents for such Remaining Term Loans shall be based on the form of loan documents under the Facility (as defined in the First Lien Credit Agreement as of October 15, 2016). Facility and otherwise consistent with this Term Sheet, and otherwise acceptable in all respects to the Borrower, the First Lien Agent and the Majority Consenting Lenders.

On the Effective Date, the First Lien Agent and the Majority Consenting Lenders agree to amend the First Lien Credit Agreement (the "Amendment") to:

(i) Extend the Maturity Date of the Remaining Term Loans to five (5) years from the Effective Date;

(ii) As of the Effective Date, set the interest rate of the Remaining Term Loans to L + 425 bps (with a 125 bps floor) per annum;

(iii) Set the percentage of Excess Cash Flow (as defined in the First Lien Credit Agreement as of October 15, 2016) which must be mandatorily prepaid under the First Lien Credit Agreement to: (a) fifty percent (50%) when the First Lien Leverage Ratio (as defined herein) is greater than or equal to 6.0 to 1.0: (b) twenty-five (25%) when the First Lien Leverage Ratio is less than 6.0 to 1.0 and greater than or equal to 5.0 to 1.0; and (c) zero percent (0%) when the First Lien Leverage Ratio is less than 5.0 to 1.0;

(iv) Eliminate any leverage financial covenant for the first twelve (12) full fiscal quarters after the Effective Date under the First

Lien Credit Agreement and, starting in the thirteenth (13th) fiscal quarter after the Effective Date, replace the Total Leverage Ratio financial covenant under the First Lien Credit Agreement with a first lien secured debt leverage ratio (the "First Lien Leverage Ratio") financial covenant which shall be set at a twenty percent (20%) cushion to the Borrower's final business plan which was delivered to the Consenting First Lien Lenders on November 4, 2016; *provided*, that, for purposes of determining compliance with the First Lien Leverage Ratio and any other Financial Covenant (as defined in the First Lien Credit Agreement, as amended as contemplated hereby), any cash capital contribution or cash common equity investment made in Holdings and substantially simultaneously contributed to the Borrower not later than fifteen (15) Business Days after the date financial statements are required to be delivered for the applicable fiscal quarter will, at the request of the Borrower, be included in the calculation of Consolidated EBITDA solely for purposes of determining compliance with such Financial Covenant at the end of such fiscal quarter and subsequent periods that include such fiscal quarter (each a "Specified Equity Contribution"); *provided*, that (a) in each Test Period (as defined in the First Lien Credit Agreement as of October 15, 2016), there shall be no more than two (2) fiscal quarters in which a Specified Equity Contribution is made, (b) there shall be a maximum of four (4) Specified Equity Contributions made during the term of the First Lien Credit Agreement, (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with such Financial Covenant, (d) all Specified Equity Contributions shall be disregarded for any purpose other than determining compliance with the Financial Covenant and shall not be considered in determining any covenant baskets, in the definition of Excess Cash Flow or for purposes of determining any interest rate under the First Lien Credit Agreement and (e) Specified Equity Contributions may not reduce Indebtedness (as defined in the First Lien Credit Agreement as of October 15, 2016) for purposes of calculating the Financial Covenant; *provided*, *further*, that any Specified Equity Contribution is subject to the Borrower first seeking to obtain an amendment of or waiver under the First Lien Credit Agreement, on reasonable and customary terms, without material economic costs, as determined by the Borrower in its reasonable discretion;

(v) With respect to the delivery of the audited financial statements for the Fiscal Year immediately prior to the Fiscal Year in which the facility is scheduled to terminate, amend the applicable covenant to permit such audited financial statements to be subject to a qualification as to going concern or scope of audit pertaining solely to impending debt

maturities of any Indebtedness occurring within twelve (12) months of such audit;

(vi) Cap Consolidated EBITDA add-backs to: $16,000,000 in Fiscal Year 2017, $13,000,000 in Fiscal Year 2018 and $10,000,000 in Fiscal Year 2019 (each, an "Addback Cap"), subject to the following:

(1) the Addback Caps shall not include: (A) fees, costs and expenses relating to the forbearance, Amendment and the Chapter 11 Cases, (B) non-cash expenses recognized due to purchase accounting or goodwill impairment, (C) fees and expenses (including, if applicable, busted deal fees) incurred in connection with any Permitted Acquisition that has been consummated or any acquisition that has failed or has otherwise not been (and will not be) consummated, in each case to the extent such fees and expenses were financed entirely with proceeds of equity (other than up to $50,000,000 of assumed debt and up to $100,000,000 of permitted Investments), and (D) the amount of cost savings and synergies with respect to any Permitted Acquisition to the extent actually realized;

(2) clause (b) of the definition of "Pro Forma Adjustment" in the First Lien Credit Agreement shall be deleted, except as such clause is used for purposes of clause (vi)(3)(x) below;

(3) the Addback Caps shall include (w) non-cash charges such as warranties or write-down, write-off or reserves with respect to inventory, (x) the amount of estimated cost savings and synergies with respect to any Permitted Acquisition, subject to the limitations set forth in clause (b) of the definition of "Pro Forma Adjustment" in the First Lien Credit Agreement, (y) fees and expenses (including, without limitation, busted deal fees) incurred in connection with any Permitted Acquisition that has been consummated or any acquisition that has failed or has otherwise not been (and will not be) consummated, in each case to the extent such fees and expenses were not financed entirely with the proceeds of equity (other than up to $50,000,000 of assumed debt and up to $100,000,000 of permitted Investments) and (z) all other unusual or non-recurring charges;

(4) the Addback Cap for any Fiscal Year can be increased by twenty-five percent (25%) of the amount of Consolidated EBITDA (without giving effect to any add-backs for synergies and cost savings) of a target company acquired in connection with a Permitted Acquisition occurring in such Fiscal Year;

(5) the aggregate amount of the Consolidated EBITDA addbacks to be included in the Addback Cap for each Test Period (as defined in the First Lien Credit Agreement as

of October 15, 2016) occurring within any Fiscal Year shall not exceed the Addback Cap for such Fiscal Year (*e.g.,* for the four-fiscal quarter period ended March 31, 2018, the aggregate amount of addbacks that are included in the Addback Cap is $13,000,000);

(6) for the avoidance of doubt, unusual or non-recurring gains are being deducted from Consolidated EBITDA for such period; and

(7) to the extent that there are (x) non-cash charges such as warranties or write-down, write-off or reserves with respect to inventory and/or (y) estimated cost savings and synergies with respect to any Permitted Acquisition, in either case, added back with regard to any Test Period pursuant to, and subject to the limitations above, any future cash payments with respect to the foregoing clause (x) and/or future actual and realized synergies with respect to the foregoing clause (y), in each case, received in later periods, such amounts shall be deducted from Consolidated EBITDA in the relevant period in which such cash payments and/or actual and realized synergies, as the case may be, occur;

(vii) Amend the First Lien Credit Agreement to expressly prohibit use of the "Permitted Receivables Facility" basket for Permitted Acquisitions;

(viii) Modify the reporting covenants under the First Lien Credit Agreement to:

(1) with respect to the annual and quarterly reports that become due on or before the Effective Date, require Borrower to use best efforts to deliver such reports on or before the date that is thirty (30) days after the Effective Date, but in no event beyond a date to be determined;

(2) add conference calls among the First Lien Agent, First Lien Lenders and the chief financial officer and chief executive officer of Transtar on a quarterly basis;

(3) increase the number of times the First Lien Agent and the First Lien Lenders, as a group, may exercise their visitation and inspection rights in the absence of an Event of Default to one (1) per Fiscal Year (at a location and with up to ten (10) attendees to be mutually acceptable);

(ix) Amend the covenants and baskets of the First Lien Credit Agreement as follows:

(1) All "Permitted Acquisitions" shall be financed with proceeds of equity (other than up to $50,000,000 of assumed debt and not, for the avoidance of doubt, with cash from the balance sheet or use of the basket for a Permitted Receivables Facility) and Holdings shall be

permitted to acquire subsidiaries that are not required to become obligors under the facilities, subject to any applicable limitation on investments in non-Loan Parties and provided that this provision shall not be construed to allow any current obligors under the facilities to be removed as obligors under the facilities;

(2) The Permitted Receivables Facility shall be available as reflected in the existing First Lien Credit Agreement, subject, however, to the consent (without qualification as to the reasonableness of granting or withholding such consent) of the First Lien Agent to all such Permitted Receivables Facilities and all Permitted Receivables Facility Documents and provided that the First Lien Agent shall grant or withhold such consent only at the direction of the Majority Consenting Lenders; *provided*, *however*, that any Permitted Receivables Facility entered into on substantially identical terms as those executed in connection with that certain Forbearance Agreement, dated as of March 31, 2016 (the "Precedent Facilities"), by and among Holdings, the Borrower, the First Lien Lenders Party thereto and the First Lien Agent (as the same has been and may be further amended, supplemented or modified from time to time in accordance with its terms) do not require the consent of the First Lien Agent, but in any event will otherwise be subject to the terms and provisions of the First Lien Credit Agreement (it being understood that changes to provisions that are not adverse to the First Lien Lenders or the Collateral (as defined in the First Lien Credit Agreement as of October 15, 2016), as compared to the Precedent Facilities, shall be deemed to be substantially identical);

(3) Increase the general "permitted Investments" basket to $100,000,000 in the aggregate;

(4) Amend the debt and lien covenants to permit the incurrence of a debt facility senior to the Senior Exit Facility of up to $90,000,000, *provided* that if any holder of equity in the Company provides credit to the Company under a debt facility senior to the Senior Exit Facility, all other equity holders shall be entitled to participate on a *pro rata* basis;

(5) Permit the Company to incur incremental first lien debt without "MFN" protections for the First Lien Lenders if the First Lien Leverage Ratio is equal to or less than 7.0 to 1.0 after giving pro forma effect to such incurrence; and

(6) Permit under the affiliate transaction covenant a shared management/services arrangement between the Borrower and non-Loan Party subsidiaries of Holdings.

(x) Amend the First Lien Credit Agreement to add a covenant that

the Loan Parties shall not permit Liquidity as of any date to be less than $5,000,000, to be tested and reported by the Borrower to the First Lien Agent every other week, on the third business day of such week. The Loan Parties shall be in compliance with the Liquidity covenant at all times. As used herein, "Liquidity" as of any date of calculation means unrestricted cash and Cash Equivalents permitted in accordance with GAAP to be reflected on the balance sheet of the Loan Parties, plus any undrawn commitments, in each case as of such date;

(xi) Amend the First Lien Credit Agreement to convert all Revolving Credit Loans held (directly or indirectly) by First Lien Lenders (collectively, the "Converting Lenders") to First Lien Term Loans and, in connection therewith, terminate any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the Converting Lenders; *provided*, that the Converting Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer; *provided*, *further*, that such conversion shall only take effect with the requisite consent under the First Lien Credit Agreement;

(xii) As of the Effective Date, terminate in full the Swing Line Facility (as defined in the First Lien Credit Agreement as of October 15, 2016);

(xiii) Amend such other terms, conditions and provisions as may be mutually agreed among the Majority Consenting Lenders and the Loan Parties; and

(xiv) Replace the First Lien Agent with an agent to be selected by the Majority Consenting Lenders, which successor agent shall not be any entity, or any affiliate thereof, that is a First Lien Lender between the date hereof and the date such agent shall be selected.

EQUITY STRUCTURE: On the Effective Date, Reorganized Holdings shall issue common stock (the "New Equity") in exchange for the Exchanged First Lien Loans in accordance with the terms hereof. The principal terms of the New Equity shall be set forth in the Equity Term Sheet (the "Equity Term Sheet") attached hereto as Exhibit A. All existing equity of Holdings shall be cancelled or diluted to a negligible percentage of the ownership interest therein on the Effective Date in a manner acceptable to the Majority Consenting Lenders. All issuances of the New Equity set forth herein shall be subject to dilution by the Management Incentive Plan and the distribution of New Equity to Senior Lenders provided for herein.

If the Majority Consenting Lenders and the Company reasonably determine that such a structure will have beneficial tax

implications for Transtar and/or the other Loan Parties and/or the equity holders, then Reorganized Holdings and/or any of its subsidiaries shall be structured as limited partnerships, LLCs or other pass-through entities rather than as corporations and shall issue limited partnership interests (or membership interests, or otherwise, as applicable) (the "New Interests") having equivalent terms to those provided for the New Equity in the Equity Term Sheet, in which case all references herein to New Equity shall automatically be treated as references to the New Interests and necessary conforming changes will be made to reflect the revised structure while keeping the substantive rights as nearly the same as possible. If any such entities shall be structured as limited partnerships, LLCs or otherwise and, as a result, equity holders of Reorganized Holdings will be allocated tax liabilities of Reorganized Holdings and its subsidiaries, then the restricted payment covenants and related provisions under the First Lien Credit Agreement and the PIK Notes, if applicable, shall include customary provisions to permit distributions in respect of allocated tax liabilities.

PAYMENT OF CERTAIN PROFESSIONAL FEES

The parties, including Holdings, Transtar, each of the other Loan Parties, the First Lien Agent, the First Lien Lenders, the Sponsor, the DIP Agent, the DIP Lenders and each of their respective directors, officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, on the one hand, and Kaye Scholer LLP and CDG Group, LLC, on the other hand, shall provide each other mutual general releases of all claims and causes of action; *provided*, *however*, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party. In exchange, the Company shall pay up to $1.25 million to Kaye Scholer LLP and CDG Group, LLC, collectively, in respect of fees and expenses incurred up to the date hereof and hereafter by such professionals in connection with their representation of certain First Lien Lenders, the First Lien Agent and/or any other party in connection with the Restructuring.

SECOND LIEN TREATMENT:

The Plan shall provide for the following second lien treatment:

All Obligations under the Second Lien Credit Agreement shall be cancelled.

GENERAL UNSECURED CLAIM TREATMENT	The Plan shall unimpair all trade claims, *provided* that such amount, in the aggregate, shall be less than $41.36 million, and other creditors associated with ordinary course operations (e.g., IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Plan. All other unsecured creditors, which, for the avoidance of doubt, shall include creditors holding deficiency claims, shall receive a maximum aggregate recovery of $500,000 in cash.
SPONSOR CONTRIBUTION	Subject to the conditions precedent set forth herein, the Sponsor shall contribute $2.5 million in cash to the Debtors (the "Sponsor Contribution") in exchange for being released by, without limitation, (a) the Debtors, (b) the parties to the Restructuring Support Agreement and (c) the Debtors' creditors that vote to accept the Plan, of all claims and causes of action related to the Debtors (such release, the "Sponsor Release"). The Sponsor Contribution shall only be made and payable (i) on or before seven (7) business days after the later of (i) entry by the Bankruptcy Court of the Confirmation Order that includes and approves the Plan with the Sponsor Releases and such Confirmation Order being final and no longer subject to reconsideration, contest or appeal (the "Final Order") and (ii) the Effective Date and (b) if the Sponsor Release, as approved by the Bankruptcy Court in the Final Order is in form and substance acceptable to the Sponsor in its sole discretion. The Debtors and Consenting Lenders agree to grant the Sponsor Release on the terms and conditions set forth herein.
MANAGEMENT INCENTIVE PLAN:	On or around the Effective Date, Reorganized Holdings and Reorganized Transtar shall adopt a management incentive plan (the "Management Incentive Plan") equal to 5-8% of the New Equity and 5-8% of the PIK Debt subject to time and performance metrics as determined by the new Board of Directors of Holdings. Reorganized Holdings and Reorganized Transtar will use reasonable efforts to structure, without material economic costs, the grants constituting PIK Debt in a manner that is as tax efficient as possible and preserves the economic intentions of this paragraph.
RELEASES:	On the Effective Date, and subject to the terms and conditions set forth in the Restructuring Support Agreement, the parties, including Holdings, Transtar, each of the other Loan Parties, the First Lien Agent, the First Lien Lenders, the Sponsor, the DIP Agent, the DIP Lenders and each of their respective directors,

officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, will provide each other with general releases of claims; *provided, however*, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party.

WAIVERS: The Amendment will contain such waivers and consents as are necessary to effectuate the Restructuring, including, without limitation, waivers for all Defaults and Events of Default under the First Lien Credit Agreement.

STOCKHOLDERS AGREEMENT: The holders of the New Equity shall enter into a stockholders agreement (the "Stockholders Agreement") substantially consistent with the terms set forth in the Equity Term Sheet.

BOARD OF DIRECTORS: The Board of Directors of Holdings shall be determined and governed in the manner provided in the Stockholders Agreement.

TAX STRUCTURE: To the extent possible, the Restructuring contemplated by this Term Sheet will be structured so as to obtain the most tax-beneficial structure for Transtar and the other Loan Parties and the equity holders post-transaction as determined by the Majority Consenting Lenders and Transtar. Amounts owed to Sponsor (as defined in the First Lien Credit Agreement as of October 15, 2016) shall be forgiven or otherwise eliminated in a tax efficient manner.

CONDITIONS PRECEDENT TO EFFECTIVENESS: The Effective Date shall occur upon the satisfaction or waiver of the following conditions precedent:

(1) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance reasonably satisfactory to the Debtors, the First Lien Agent, the Majority Consenting Lenders, and solely with respect to the Sponsor Release, the Sponsor, and shall

   (a) authorize the Debtors to take all actions necessary to enter into, implement and consummate the contracts, instruments, releases, leases, and other agreements or documents created in connection with the Plan; and

   (b) decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent; and

   (c) authorize the Debtors, as applicable/necessary, to (A) implement the Restructuring; (B) make all distributions and issuances as required under the Plan; and (C) enter into any agreements, transactions and sales of property as set forth in the Plan Supplement, including the Management Incentive Plan; and

(d) approve the Disclosure Statement and the solicitation and tabulation of votes with respect to the Plan; and

(e) authorize the implementation of the Plan in accordance with its terms; and

(f) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale or assignments executed in connection with any disposition or transfer of assets contemplated by the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax; and

(g) have become final and non-appealable, unless waived by the Debtors, the Majority Consenting Lenders and the Sponsor.

(2) the First Lien Agent shall have received counterparts of the Amendment executed by Transtar, Holdings, the other Loan Parties and First Lien Lenders that collectively hold no less than 66 2/3% of the First Lien Obligations (as defined in the Restructuring Support Agreement); and

(3) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, waivers or other documents that are necessary to implement and effectuate the Plan and evidence thereof shall have been delivered to the First Lien Agent; and

(4) the First Lien Agent shall have received copies of such certificates of resolution or other action, incumbency certificates and/or other certificates of Responsible Officers of Holdings and Transtar evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the transactions contemplated hereby; and

(5) the final version of the Plan Supplement and all of the schedules, documents and exhibits contained therein shall have been filed in a manner consistent in all material respects with the Restructuring Support Agreement, this Term Sheet and the Plan, and shall be in form and substance reasonably satisfactory to the Debtors, the First Lien Agent and the Majority Consenting Lenders; and

(6) the Restructuring Support Agreement shall remain in full force and effect; and

(7) Transtar shall deliver or cause to be delivered officer's certificates and legal opinions of the type delivered on the Effective Date to the extent reasonably requested by, and in

form and substance reasonably satisfactory to, the First Lien Agent; and

(8) the First Lien Agent shall have received evidence of payment by the Company of (a) all fees and expenses payable to the First Lien Agent (including the fees and expenses of Paul Hastings LLP), and (b) all Transaction Expenses (as defined in the Restructuring Support Agreement) incurred from and after the last invoice paid to the extent invoiced and in an aggregate amount not to exceed an amount acceptable to the Majority Consenting Lenders; and

(9) the Majority Consenting Lenders shall be satisfied that the transactions contemplated hereby are structured in a way that obtains the most beneficial tax and pension structuring for Transtar, the other Loan Parties and the equity holders post-transaction as determined by the Majority Consenting Lenders and Transtar; and

(10) the Debtors shall have implemented the Restructuring, including all transactions contemplated by this Term Sheet, in a manner consistent in all respects with the Restructuring Support Agreement, this Term Sheet and the Plan and according to documentation for each Restructuring Document (as defined in the Restructuring Support Agreement) in form and substance reasonably satisfactory to each of the Company, the First Lien Agent and the Majority Consenting Lenders.

OTHER:

The Plan shall contain other customary provisions for chapter 11 plans of this type. The Plan and supporting and implementing documentation (including all briefs and other pleadings filed in support thereof, all documents filed as part of the Plan Supplement and the Confirmation Order) shall be in form and substance reasonably satisfactory to each of the Debtors, the First Lien Agent and the Majority Consenting Lenders.

The Company shall provide all "first day" and "second day" pleadings as soon as reasonably practicable in advance of filing and shall consult in good faith with respective counsel to each of the First Lien Agent and the Majority Consenting Lenders regarding the form and substance of any such proposed pleading.

AMENDMENTS, MODIFICATIONS AND WAIVERS:

Except as otherwise specified herein or in the Restructuring Support Agreement, this Term Sheet may only be modified, amended or supplemented by an agreement in writing signed by each of the Company and the Majority Consenting Lenders, *provided* that any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, under the First Lien Credit Agreement, the DIP Facility or the Senior Exit Facility may only be modified,

amended or supplemented by an agreement in writing signed by (a) in the case of the DIP Facility, the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination, (b) in the case of the First Lien Credit Agreement, the Company and First Lien Lenders holding one hundred percent (100%) of the aggregate amount of loans outstanding under the First Lien Credit Agreement at the time of determination, and (c) in the case of the Senior Exit Facility, the Company and Senior Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the Senior Exit Facility at the time of determination. Each of the First Lien Credit Agreement, the DIP Facility and the Senior Exit Facility shall provide that any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, may only be modified, amended or supplemented by an agreement in writing signed by (a) in the case of the DIP Facility, the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination, (b) in the case of the First Lien Credit Agreement, the Company and First Lien Lenders holding one hundred percent (100%) of the aggregate amount of loans outstanding under the First Lien Credit Agreement at the time of determination, and (c) in the case of the Senior Exit Facility, the Company and Senior Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the Senior Exit Facility at the time of determination.

Exhibit A to the RSA Term Sheet

Equity Term Sheet

TRANSTAR HOLDING COMPANY
TRANSTAR NEW EQUITY – SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

New Equity Structure	The only equity of the company will be a single class of common shares to be issued on the plan effective date ratably to the first lien lenders, subject to the MIP described below.
MIP	5-8% of the shares will be granted by the Board on or around the plan effective date, and vesting subject to time and quarterly or annual performance metrics determined by the Board.
Equityholders Agreement	On the plan effective date, all holders of the new equity, including MIP participants, shall enter into an agreement providing for the governance and other rights and obligations described herein.
Voting Rights	Shares issued to the first lien lenders will each have one vote. Shares held by participants in the MIP will be non-voting, but once sold by participants in the MIP to a non-participant, the shares will become voting shares.
Board of Directors	The initial Board will have seven members: the CEO and six individuals to be identified by holders of the voting equity. Each holder or group of holders of at least 20% of the voting equity shall have the right to nominate one or more directors, and election will be by majority vote. Directors will serve one year terms. One of the non-CEO directors shall be required to be an independent director.
Indemnification	The company will provide customary indemnification and exculpation to officers and directors.
Transferability	The equity will be freely transferrable, subject to customary restrictions on transfers to certain transferees such as competitors, and the requirement that new holders sign the Equityholders Agreement.
Drag-Along Rights	If the holders of a majority of the voting equity approve a "Company Sale," they shall have the right to require all other holders of equity to participate in the Company Sale, on the same terms. A "Company Sale" is a transaction or series of transactions in which an unaffiliated third party acquires a majority of the voting power of the company (whether by merger, consolidation, transfer, new issuance of shares or otherwise), or all or substantially all of the assets of the company and its subsidiaries.
Tag-Along Rights	Each holder of equity shall have the right to tag-along on transfers by a holder or a group of holders of at least 25%

	of all of the equity.
Preemptive Rights	Each holder of equity shall have the right to purchase its pro rata share of all new equity issued by the company, subject to customary exceptions.
Registration Rights	Following an IPO, customary registration rights will apply, including customary demand and piggyback registration rights.
Requisite Equityholder Approvals	The company actions described on Exhibit A hereto shall require the approval of the holders of a majority of the voting equity. Approval may be obtained by written consent of the required shareholders without a meeting.
Information Rights	Each holder of equity holding at least 5% of the outstanding shares shall be entitled to receive financial information comparable to what the first lien lenders are entitled to receive under the first lien credit agreement, subject to the same confidentiality requirements set forth in that agreement.
Termination of Rights	All rights and restrictions set forth in "Board of Directors," "Transferability," "Drag-Along Rights," "Tag-Along Rights," "Preemptive Rights," "Requisite Equity Holder Approvals," and "Information Rights" shall terminate upon an IPO of the company or Company Sale.
Management Fees	Any management fees to be paid by the company: (i) shall be approved by the Board, (ii) shall be on reasonable and customary terms for a company of its size, and (iii) there shall be a relationship between the management fee and the number of personnel assigned to the company.

EXHIBIT A
REQUISITE EQUITY HOLDER APPROVALS

1. Any reorganization, merger, share exchange, consolidation, business combination or similar transaction

2. Any non-technical amendment, alteration, repeal or waiver of any provision of organizational documents of the company or any of its subsidiaries, except that no amendment or waiver shall disproportionately disadvantage any shareholder or group of shareholders, unless consented to by the affected shareholders.

3. Entry into a related party transaction (which shall also require the approval of a majority of disinterested directors), excluding (i) matters relating to compensation or employment arrangements with management, which shall be governed by the Board or a committee thereof, and (ii) entry into related party transactions having a value of greater than $25 million, which shall require the approval of the holders of a majority of the voting equity, the approval of a majority of disinterested directors, and a third party fairness opinion.

4. Any material tax election

5. Any issuance, sale or transfer of any equity securities or any securities convertible into such equity securities (other than issuances of equity securities under the MIP), or any increase or decrease in the authorized equity capital of the company or any of its subsidiaries

6. Any acquisition or disposition of (i) any interest in any other entity or business enterprise or (ii) assets, in a single transaction or in a series of related transactions, with a purchase price in excess of $40,000,000

7. Liquidation, dissolution or filing any voluntary petition in bankruptcy or insolvency

8. Any material change to the lines of business conducted by the company and its subsidiaries

EXHIBIT B TO RESTRUCTURING SUPPORT AGREEMENT

DIP TERM SHEET

Execution Version

TRANSTAR HOLDING COMPANY
Outline of Terms and Conditions for Senior Secured
Debtor-In-Possession Delayed Draw Credit Facility

The following Outline of Terms and Conditions (this "Term Sheet") is for discussion purposes only and shall not be binding upon any party. This Term Sheet is neither an expressed nor implied commitment by any person to provide any financing or assist in providing the financing described herein, which commitment, if any, shall only be as set forth in (and subject to the terms and conditions of) a separate commitment letter or other applicable agreement. This Term Sheet is strictly confidential and may not be shared with anyone other than its intended recipients and their representatives and advisors, or as may be required by applicable law. This Term Sheet is attached to, and forms a part of, the Amended and Restated Restructuring Support Agreement, dated as of November 18, 2016 (the "Restructuring Support Agreement"), among the Company (as defined in the Restructuring Support Agreement), certain of the Prepetition 1st Lien Lenders (as defined herein) party thereto (collectively, the "Consenting First Lien Lenders"), and Friedman Fleischer & Lowe, LLC ("FFL"), funds managed by FFL that hold equity interests in Holdings (as defined herein), the general partner of such funds and their affiliates.

Borrower:	Transtar Holding Company (the "Borrower") will be a debtor and debtor-in-possession in a case (the "Borrower's Case") commenced voluntarily under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").
Guarantors:	The obligations of the Borrower shall be unconditionally guaranteed, on a joint and several basis, by (i) Speedstar Holding Corporation ("Holdings") and (ii) each wholly-owned direct and indirect domestic subsidiary of the Borrower (the "Subsidiary Guarantors") that guaranteed the obligations of the Borrower under the Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012 (as amended, the "Prepetition 1st Lien Credit Agreement"),[1] among the Borrower, Holdings, the lenders party thereto (the "Prepetition 1st Lien Lenders"), Royal Bank of Canada, as administrative agent and collateral agent (collectively, in such capacities, the "Prepetition 1st Lien Agent") and the other Persons party thereto (Holdings and the Subsidiary Guarantors are collectively referred to herein as the "Guarantors"; the Guarantors and the Borrower shall be referred to herein collectively as the "DIP Credit Parties"). Each Guarantor will be a debtor and debtor-in-possession in a case (such cases, collectively, the "Guarantors' Cases"; the Guarantors' Cases and the Borrower's Case are collectively referred to herein as the "Cases") commenced voluntarily under chapter 11 of the Bankruptcy Code.

[1] Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Prepetition 1st Lien Credit Agreement as of October 15, 2016, or the Restructuring Support Agreement, as applicable.

Second Lien Credit Agreement:	That certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012 (as amended, the "Prepetition 2nd Lien Credit Agreement"), among the Borrower, Holdings, the lenders party thereto (the "Prepetition 2nd Lien Lenders"), Cortland Capital Markets LLC (as successor to Royal Bank of Canada), as administrative agent and collateral agent (collectively, in such capacities, the "Prepetition 2nd Lien Agent") and the other Persons party thereto.
Intercreditor Agreement:	That certain Amended and Restated Intercreditor Agreement, dated as of October 9, 2012 (as amended, the "Intercreditor Agreement"), between the Prepetition 1st Lien Agent and Prepetition 2nd Lien Agent.
DIP Agent:	Silver Point Finance, LLC, in its capacity as administrative agent and collateral agent (collectively, in such capacities, the "DIP Agent").
DIP Lenders:	The Consenting First Lien Lenders, or their affiliate designees, and any other Prepetition 1st Lien Lenders participating in the DIP Facility (collectively, the "DIP Lenders"); provided that such lenders shall have elected to participate in the DIP Facility prior to noon (ET) on November 19, 2016.
Majority Consenting Lenders:	Consenting First Lien Lenders holding in excess of fifty percent (50%) of the aggregate outstanding Loans (as defined in the Prepetition 1st Lien Credit Agreement as of October 15, 2016) held by all Consenting First Lien Lenders at the time of determination.
Petition Date:	The date of the commencement of the Cases, which date shall be no later than November 21, 2016 (the "Petition Date").
Closing Date:	The closing date in respect of the DIP Facility (defined below) (the "Closing Date"), which shall be no later than five (5) business days following the entry of the Interim Order (defined below).
DIP Facility:	A senior secured debtor-in-possession delayed draw credit facility (the "DIP Facility" and the extensions of credit under the DIP Facility, the "DIP Loans") providing for extensions of credit not to exceed $69,700,000 (the "Maximum Amount"), including the issuance of one or more letters of credit at any time up to $5 million (the "L/C Subfacility"). The L/C Subfacility will be fully cash collateralized with the proceeds of DIP Loans in an amount equal to $5,250,000 (such DIP Loans, the "L/C Loans"). As set forth in this Term Sheet, the DIP Facility will be provided on a "super-priority" basis and secured by liens on the assets of the DIP Credit Parties as described below under the heading "Priority and Liens; Collateral."
Availability:	Subject to all of the terms and conditions hereof, upon the entry of an order (the "Interim Order") by the Bankruptcy Court in form and substance satisfactory to the DIP Agent and DIP Lenders holding a majority in amount of outstanding commitments under the DIP Facility (the "Required DIP Lenders"), availability under the DIP Facility shall (a) prior to the entry of the Final Order (defined below), be in an

amount not to exceed $30,000,000, (b) upon entry of the Final Order, be in an amount not to exceed the remaining portion of the Maximum Amount, and (c) at all times, be blocked above $55,000,000, subject to the consent of the DIP Agent and Required DIP Lenders for availability above such amount. Subject to the foregoing limits, the DIP Loans shall be available under the DIP Facility in increments of no less than $5,000,000 per draw. Amounts repaid with respect to DIP Loans may not be re-borrowed. Notwithstanding the foregoing, the Borrower shall, upon prior written notice to the DIP Agent and the DIP Lenders, have the right to reduce the L/C Subfacility and, upon such reduction, an amount equal to 105% of an amount equal to such reduction shall be released to the Borrower from the cash collateral account; provided, that, after giving effect to such release, the amount on deposit as cash collateral for the L/C Subfacility shall not be less than an amount equal to 105% of the L/C Subfacility as so released. Amounts released to the Borrower pursuant to the foregoing shall continue to constitute DIP Loans for all purposes under the DIP Facility, and shall be subject to the provisions and limitations applicable thereto (including, without limitation, interest and use of proceeds).

Purpose/Use of Proceeds: Proceeds of loans under the DIP Facility (and letters of credit issued thereunder) may be used by the Borrower in the Cases solely for: (i) general working capital purposes (including providing cash collateral in connection with the issuance of letters of credit pursuant to the L/C Subfacility); (ii) to pay all DIP Transaction Expenses (as defined herein) and those reasonable and documented fees and expenses payable to the Prepetition 1st Lien Agent (limited to Paul Hastings LLP); (iii) paying fees, costs and expenses to the extent such fees, costs and expenses are consistent with the Budget and are approved by the Bankruptcy Court (allowance of such fees shall be subject to final approval of the Bankruptcy Court); and (iv) to make certain payments on account of prepetition obligations (including "critical vendor payments"), to be mutually agreed with the Required DIP Lenders and the Majority Consenting Lenders, and as approved by the Bankruptcy Court. In no event shall any proceeds of the extensions of credit under the DIP Facility be used to challenge or contest any of the Liens or claims of the DIP Agent, the DIP Lenders, the Prepetition 1st Lien Agent and the Prepetition 1st Lien Lenders, in their capacity as Prepetition 1st Lien Lenders.

Use of Cash Collateral: The Debtors shall be entitled to use cash collateral of the DIP Agent (on behalf of the DIP Lenders), the Prepetition 1st Lien Agent (on behalf of the Prepetition 1st Lien Lenders) and the Prepetition 2nd Lien Agent (on behalf of the Prepetition 2nd Lien Lenders) during the period from the Petition Date through and including the Maturity Date (defined below) for working capital and general corporate purposes and as otherwise set forth herein.

Budget: The Borrower will provide the DIP Agent and the DIP Lenders with a detailed weekly budget covering the succeeding 10-week period (as amended or modified from time to time, the "Budget"), substantially in

the form attached as Exhibit A hereto, that shall set forth in reasonable detail receipts and disbursements of the Debtors on a weekly basis for the 10-week period following the Petition Date, which Budget shall be subject to approval by the DIP Agent, which approval shall not be unreasonably withheld, and the Borrower will provide the DIP Agent and the DIP Lenders with an update to the Budget every fourth week (by no later than the third business day of such week), commencing for the first full week following the Petition Date, for each rolling 10-week period commencing on the date each such updated budget is delivered, which Budget updates shall also be subject to approval by the DIP Agent, which approval shall not be unreasonably withheld. Each updated Budget shall be identical to the previously approved Budget except with respect to the four weeks not covered by such prior Budget (the final four weeks of the updated Budget). The Borrower shall provide the DIP Lenders with variance reports (in substantially the same format as the Budget) showing actual cash receipts, disbursements and net cash flow for the immediately preceding week, noting therein all variances from values set forth for such period(s) in the Budget (and updates thereto), which variance reports will be provided on a weekly basis (by no later than the third business day of each week).

Notwithstanding anything to the contrary in this Term Sheet, the Budget, any Financing Order, or the definitive documentation for the DIP Facility, if the Majority Consenting Lenders and the Company determine that Holdings and/or any of its subsidiaries shall issue New Interests (as defined in, and in accordance with, the Restructuring Term Sheet) and/or the Debtors otherwise elect pass-through tax treatment through conversion to partnership or LLC form, and, as a result of such changes or the work associated therewith additional costs, expenses or claims arise (the "Increased Costs"), then the Budget and all agreements, covenants and arrangements set forth herein applicable thereto shall be amended to reflect any such Increased Costs, subject to the consent of the DIP Agent, which consent shall not be unreasonably withheld.

Maturity Date: DIP Loans under the DIP Facility shall mature, be repayable in full, and the DIP Facility shall terminate on such date (the "Maturity Date") that is the earliest to occur of (i) the effective date (the "Effective Date") of a confirmed Plan (defined below), (ii) four (4) months after the Petition Date (which date may, at the request of the Borrower and subject to the prior written consent of the DIP Agent, be extended four times by one (1) month per extension, subject to the payment of a fee to the DIP Lenders in an amount equal to 0.25% of the Maximum Amount) and (iii) the date on which the obligations under the DIP Facility are accelerated following the occurrence of an Event of Default (defined below). On the Effective Date, all DIP Loans under the DIP Facility shall be paid off using proceeds from Senior Exit Loans (as defined in the Restructuring Support Agreement) made under the Senior Exit Facility (as defined in the Restructuring Support Agreement).

Priority and Liens; Collateral:

Subject to the Carve-Out (defined below), all Obligations of the DIP Credit Parties to the DIP Agent and the DIP Lenders, including, without limitation, all principal, accrued interest, costs, fees and expenses, shall:

- pursuant to Bankruptcy Code section 364(c)(1), be joint and several claims with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 (the "Superpriority Claims"), which Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the DIP Credit Parties and all proceeds thereof, including, without limitation, subject to the entry of the Final Order (defined below), all proceeds or other amounts received in respect of the DIP Credit Parties' claims and causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds or other amounts received in respect thereof (collectively, the "Causes of Action");
- pursuant to Bankruptcy Code section 364(c)(2), be secured by a perfected first-priority lien on all now owned or hereafter acquired assets and property of the DIP Credit Parties and proceeds thereof (including, without limitation, all cash, cash equivalents, accounts, payment intangibles, promissory notes, consignments, commercial tort claims, tax refunds, inventory, goods, chattel paper, documents, deposit accounts, instruments, investment property, letter-of-credit rights, general intangibles, contracts, contract rights, all causes of action and proceeds thereof, computer hardware and software, motor vehicles, intellectual property, real and personal property, plant and equipment of the DIP Credit Parties) that are not subject to valid, perfected and non-avoidable liens as of the commencement of the Cases or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (collectively, the "First Lien Collateral"); provided, however that the First Lien Collateral shall not include the Causes of Action but, subject to the entry of the Final Order, the First Lien Collateral shall include any proceeds or property recovered in respect of any Causes of Action;
- pursuant to Bankruptcy Code section 364(c)(3), be secured by a perfected junior lien on all property of the DIP Credit Parties (including, without limitation, all cash, cash equivalents, accounts, payment intangibles, promissory notes, consignments, commercial tort claims, tax refunds, inventory, goods, chattel paper, documents, deposit accounts, instruments, investment property, letter-of-credit rights, general intangibles, contracts, contract rights, all causes of action and proceeds thereof, computer hardware and software, motor vehicles, intellectual property, real and personal property, plant and

equipment of the DIP Credit Parties) that is subject to valid, perfected and non-avoidable liens in existence at the time of the commencement of the Cases or to valid liens in existence at the time of such commencement that are perfected subsequent to such commencement as permitted by section 546(b) of the Bankruptcy Code, other than as set forth below (collectively, the "Second Lien Collateral", and together with the First Lien Collateral, the "DIP Collateral"); and

- pursuant to Bankruptcy Code section 364(d)(1), be secured by a first-priority, senior priming perfected lien on, and security interest in, all assets that are subject to valid, perfected and non-avoidable liens in existence at the time of the commencement of the Cases or to valid liens in existence at the time of such commencement that are perfected subsequent to such commencement, in each case, to the extent that such liens were granted pursuant to the Prepetition 1st Lien Credit Agreement (collectively, the "Existing 1st Lien Primed Liens") or the Prepetition 2nd Lien Credit Agreement (collectively, the "Existing 2nd Lien Primed Liens").

Carve-Out: The aforementioned Superpriority Claims and liens of the DIP Agent and DIP Lenders and the Adequate Protection Claims and Adequate Protection Liens (each defined below) and any pre-Petition Date liens and claims shall be subject only to (1) (x) after delivery by the DIP Agent, at the direction of the Required DIP Lenders, of the Carve Out Trigger Notice (defined below), to the extent allowed on an interim basis or final basis by the Bankruptcy Court at any time, all unpaid fees, disbursements, costs and expenses incurred by Professionals[2] from and after the date following the date of delivery of the Carve Out Trigger Notice, in an aggregate amount not to exceed $1,000,000 (such amount, the "Post-Carve Out Trigger Notice Cap") *plus* (y) the amount of all accrued and/or unpaid fees, disbursements, costs and expenses incurred by Professionals on and before the date of delivery of the Carve Out Trigger Notice, to the extent allowed on an interim basis or final basis by the Bankruptcy Court at any time (including after the date of delivery of the Carve Out Trigger Notice); provided, however, that nothing herein shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements or compensation sought by any Professionals or any other Person or entity; (2) the payment of fees required pursuant to 28 U.S.C. § 1930; and (3) all reasonable and documented fees and expenses incurred by a trustee appointed under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $50,000 ((1), (2) and (3), together, the "Carve-Out").

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[2] Solely for purposes of this Carve-Out section, the term "Professionals" shall mean the professionals retained by the DIP Credit Parties and a statutory committee of unsecured creditors to the extent one is appointed in the Cases and approved by the Bankruptcy Court (the "Committee").

"Carve Out Trigger Notice" shall mean a written notice delivered by the DIP Agent at the direction of the Required DIP Lenders to the Debtors and their lead counsel, the United States Trustee for the Southern District of New York (the "U.S. Trustee"), the Prepetition 1st Lien Agent and lead counsel to the Committee, which notice may be delivered following the occurrence and during the continuance of an Event of Default, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the DIP Credit Parties shall be permitted to pay compensation and reimbursement of fees and expenses of Professionals allowed and payable under Bankruptcy Code sections 328, 330 and 331, as the same may be due and payable, and the same shall not reduce the Carve-Out. No portion of the Carve-Out or proceeds of the DIP Facility may be used for the payment of the fees and expenses of any person incurred challenging, or in relation to the challenge of the Restructuring Support Agreement, any liens or claims of the DIP Agent, the DIP Lenders, the Prepetition 1st Lien Agent or the Prepetition 1st Lien Lenders, or the initiation or prosecution of any claim or action against any of the foregoing or their respective advisors, agents and sub-agents, including formal discovery proceedings in anticipation thereof. The Debtors' stipulations, acknowledgements and covenants concerning the extent, validity, priority, perfection, enforceability and non-avoidance of the obligations under the Prepetition 1st Lien Credit Agreement, the liens securing the obligations under the Prepetition 1st Lien Credit Agreement shall be binding on the Debtors, their estates, and any successor in interest in these or any successor cases, and subject to any applicable investigation period required by local rule or otherwise agreed to by the DIP Agent and Required DIP Lenders in their sole discretion; provided, that no more than $25,000 in the aggregate of the DIP Loans and Carve-Out may be used by a Committee solely to investigate claims or causes of action against the Prepetition 1st Lien Lenders.

Adequate Protection (Prepetition 1st Lien Lenders):

The Prepetition 1st Lien Agent, on behalf of the Prepetition 1st Lien Lenders, shall be granted the following as adequate protection of their interest in the Collateral (as defined in the Prepetition 1st Lien Credit Agreement as of October 15, 2016) in an amount equal to the aggregate diminution in the value of their interests therein:

- effective and perfected as of the date of entry of the Interim Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements, (i) a valid, perfected replacement security interest in and lien on the collateral to which they hold Existing 1st Lien Primed Liens existing as of the Petition Date or thereafter acquired and any proceeds thereof and (ii) a valid, perfected security interest in and lien on all of the DIP Collateral (collectively, the "1st Lien Adequate Protection Liens"), subject and subordinate only to (x) the Carve-Out and (y) the liens securing the DIP Facility, which 1st Lien Adequate

Protection Liens shall rank in the same relative priority and right as do the respective Existing 1st Lien Primed Liens (and any security interests granted with respect thereto) as of the Petition Date;

- a superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code (collectively, the "1st Lien Adequate Protection Claims"), subject and subordinate only to (x) the Carve-Out and (y) the Superpriority Claims held by the DIP Agent and the DIP Lenders under the DIP Facility. Except for the Superpriority Claims held by the DIP Agent and the DIP Lenders, no claims shall be permitted with priority *pari passu* with or senior to the 1st Lien Adequate Protection Claims;
- current cash payments of all DIP Transaction Expenses and those reasonable and documented fees and expenses payable to the Prepetition 1st Lien Agent (limited to Paul Hastings LLP), promptly upon receipt of invoices therefor; and
- copies of all financial statements (including, without limitation, the monthly financial statements and cash forecasts referred to herein) furnished to the DIP Agent, the DIP Lenders and the Financial Advisor (defined below).

Adequate Protection (Prepetition 2nd Lien Lenders):

The Prepetition 2nd Lien Agent, on behalf of the Prepetition 2nd Lien Lenders, shall be granted the following as adequate protection of their interest in the Collateral (as defined in the Prepetition 2nd Lien Credit Agreement as of October 15, 2016), only to the extent of such Prepetition 2nd Lien Lenders' interest in the Collateral, in an amount equal to the aggregate diminution in the value of their interests therein:

- effective and perfected as of the date of entry of the Interim Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements, (i) a valid, perfected replacement security interest in and lien on the collateral to which they hold Existing 2nd Lien Primed Liens existing as of the Petition Date or thereafter acquired and any proceeds thereof and (ii) a valid, perfected security interest in and lien on all of the DIP Collateral (collectively, the "2nd Lien Adequate Protection Liens" and, together with the 1st Lien Adequate Protection Liens, the "Adequate Protection Liens"), subject and subordinate only to (w) the 1st Lien Adequate Protection Liens, (x) the Carve-Out, (y) the liens securing the DIP Facility and (z) the Existing 1st Lien Primed Liens, which 2nd Lien Adequate Protection Liens shall rank in the same relative priority and right as do the respective Existing 2nd Lien Primed Liens (and any security interests granted with respect thereto) as of the Petition Date; and
- a superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code (collectively, the "2nd

Lien Adequate Protection Claims" and, together with the 1st Lien Adequate Protection Claims, the "Adequate Protection Claims"), subject and subordinate only to (w) the 1st Lien Adequate Protection Claims, (x) the Carve-Out, (y) the Superpriority Claims held by the DIP Agent and the DIP Lenders under the DIP Facility and (z) the Existing 1st Lien Primed Liens. Except for the Superpriority Claims held by the DIP Agent and the DIP Lenders and the 1st Lien Adequate Protection Claims, no claims shall be permitted with priority *pari passu* with or senior to the 2nd Lien Adequate Protection Claims.

363 Sales:	Other than the sale or other disposition of assets having an aggregate value of less than $250,000, no sale of assets of any Debtor under section 363 of the Bankruptcy Code, outside the ordinary course of business, will be authorized without the DIP Agent's and the Required DIP Lenders' consent, unless the proceeds of such sale or other disposition will be sufficient to pay all of the advances under the DIP Facility in full. Nothing herein will affect the right, if any, of the Prepetition 1st Lien Agent, the Prepetition 1st Lien Lenders, the Prepetition 2nd Lien Agent or the Prepetition 2nd Lien Lenders to give, or withhold, their respective consent to any proposed sale or other disposition, in each case, subject to the terms and provisions of the Intercreditor Agreement.
Interest Rate:	"Eurodollar Rate" (as defined in the Prepetition 1st Lien Credit Agreement as of October 15, 2016, including the 1.25% floor provided for therein), for an interest period of one month plus 7.00% per annum. Upon the occurrence and during the continuance of an Event of Default, at the election of the DIP Agent or Required DIP Lenders, upon receipt by the Borrower of written notice thereof, all obligations under the DIP Facility shall bear interest at a rate of 2.00% above the otherwise applicable rate.
Agency Fee:	The Borrower shall pay to the DIP Agent, for its own account, an agency fee in an amount set forth in a separate fee letter.
Taxes and Increased Costs:	The DIP Facility will contain customary provisions for facilities of this kind, including, without limitation, in respect of tax gross-ups, increased costs (including Dodd-Frank and Basel III costs, but not including taxes), capital adequacy, liquidity and illegality, which provisions are substantially similar to the corresponding provisions in the model credit agreement provisions published by the LSTA). There will be a customary exception to the gross-up obligations for withholding taxes (with customary limitations and exclusions) imposed as a result of the failure to comply with the requirements of the applicable provisions of the Internal Revenue Code and any regulations promulgated thereunder or guidance issued pursuant thereto.
Representations and Warranties:	The documentation evidencing the DIP Facility (the "DIP Loan Documents") shall include representations and warranties that are

substantially similar to the equivalent provisions in the Prepetition 1st Lien Credit Agreement, with changes to be mutually agreed by the DIP Credit Parties, DIP Agent and the Required DIP Lenders, including such changes as may be required to reflect the pendency of the Cases, and/or updating to reflect institutional requirements of the DIP Agent and the DIP Lenders including, without limitation, continued effectiveness of orders of the Bankruptcy Court, including the Interim Order and the Final Order, as applicable, and full disclosure and good faith accuracy of the Budget.

EU Bail-In: The DIP Loan Documents shall include EU Bail-In provisions substantially similar to those proposed by the LSTA.

Covenants: The DIP Loan Documents shall include affirmative and negative covenants that are substantially similar to the equivalent provisions in the Prepetition 1st Lien Credit Agreement and shall be acceptable in all respects to the DIP Agent and the Required DIP Lenders, and with such changes as may be required to reflect the pendency of the Cases and/or to reflect current LSTA standards, including, without limitation, (a) other than for a purpose (and subject to the limitations) described under "Purpose/Use of Proceeds" above, prohibiting the use of funds for disbursements outside of the ordinary course of business, (b) providing the DIP Lenders with the same types of information required to be provided to the Prepetition 1st Lien Lenders under the Prepetition 1st Lien Credit Agreement, (c) within twenty-five (25) calendar days after the previous month's month-end, commencing for the month ended October 31, 2016, providing the DIP Lenders with (i) monthly flash reporting with respect to the Borrower's estimated revenue, Consolidated EBITDA (as defined in the Prepetition 1st Lien Credit Agreement as of October 15, 2016) by business segment (in each case in a form substantially consistent with such reporting required to be delivered under the Forbearance Agreement to First Lien Credit Agreement, dated as of March 31, 2016, as amended, among Holdings, the Borrower, the Prepetition 1st Lien Agent and the Consenting First Lien Lenders) and (ii) a reasonably detailed summary of all Consolidated EBITDA adjustments, (d) providing the DIP Lenders with variance reports (in substantially the same format as the Budget) showing actual cash receipts, disbursements and net cash flow for the immediately preceding week, noting therein all variances from values set forth for such period(s) in the Budget (and updates thereto), which variance reports will be provided on a weekly basis (by no later than the third business day of each week), (e) allowing the DIP Agent reasonable access to (i) the Borrower's advisors and (ii) in the absence of an Event of Default (as defined below), the Borrower's books and records once per month upon reasonable notice and during normal business hours, to the extent allowing such access does not interfere with the operations of the Borrower's business; provided, that if an Event of Default has occurred and is continuing, such access shall be allowed up to two (2) times per month, (f) conducting a conference call during the week succeeding delivery of monthly financial statements required to be delivered pursuant to clause (c) above, led by the Chief

Financial Officer of the Borrower and the Financial Advisor, which may also be attended by the DIP Agent, DIP Lenders, and the Consenting First Lien Lenders, for the purpose of discussing, *inter alia*, the most recently delivered monthly flash reporting, the Debtors' financial performance, operations, current trends, variance reports and other material events, (g) the Borrower shall not permit cumulative net cash flow on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 12.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), (h) the Borrower shall not permit cumulative receipts on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 15% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), (i) the Borrower shall not permit each of cumulative freight disbursements on a cumulative basis and cumulative trade disbursements on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), provided, however, that for weeks three (3) through six (6) following the Petition Date such covenant shall be subject to a variance of not greater than 25%; (j) the Borrower shall not permit any cumulative individual Budget line item, other than net cash flow, receipts or freight and trade disbursements, on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), (k) promptly after the occurrence thereof, notifying the DIP Agent if any third party expresses an interest either formally or informally in acquiring all or any substantial part of the Borrower's business, and (l) the Borrower shall not pay or otherwise unimpair any claims except for (x) trade claims, provided that such amount, in the aggregate, shall be less than $41.36 million, and (y) other creditors associated with ordinary course operations (e.g., IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Plan; provided, however, that all other unsecured creditors shall receive a maximum aggregate recovery of $500,000 in cash.

Events of Default:

The DIP Loan Documents will include events of default that are substantially similar to the equivalent provisions in the Prepetition 1st Lien Credit Agreement, with changes to be mutually and reasonably agreed by the DIP Credit Parties, the DIP Agent and the Required DIP Lenders, with such changes as may be required to reflect the pendency of the Cases and/or updating to reflect institutional requirements of the DIP Agent and the DIP Lenders (subject to grace, notice and cure periods to be agreed) (each, an "Event of Default"), including, without limitation, confirmation of any chapter 11 plan of reorganization or liquidation in any of the Cases other than the Plan; filing of a chapter 11 plan of reorganization or liquidation by a person or entity other than the Debtors; amendment (other than as consented to by the DIP Agent and Required DIP Lenders) or stay of either of the Financing Orders (described below) or reversal, modification, or vacation of either of the Financing Orders, whether on appeal or otherwise; the filing of any motion or other request with the Bankruptcy Court seeking authority to use any cash proceeds of any of the DIP Collateral without the DIP Lenders' consent or any Debtor seeking any financing under section 364(d) of the Bankruptcy Code secured by any of the DIP Collateral that does not require the payment in full of all DIP Loans under the DIP Facility; any Person holding a Lien upon any prepetition or postpetition assets of any Debtor being granted relief from the automatic stay with respect to any DIP Collateral or any other asset of a Debtor where the aggregate value of the property subject to all such orders is greater than $500,000; the Debtors' and their Subsidiaries' cessation of all or any material part of their business operations (other than in connection with a sale of assets permitted by the DIP Loan Documents or otherwise consented to by the Required DIP Lenders); the termination of the Restructuring Support Agreement for any other reason; failure of the Company to comply with, satisfy or achieve the following deadlines (each of which may be extended to a later date to which the Majority Consenting Lenders Agree in writing): (a) five (5) business days after the Petition Date, unless prior thereto the Debtors have filed the RSA Assumption Motion in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (b) 11:59 p.m. (prevailing Eastern Time) on November 22, 2016, unless prior thereto the Debtors have filed the Plan, the Disclosure Statement and the Disclosure Statement Motion (the date on which the Debtors file the Plan, the "Plan Filing Date"), each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (c) thirty (30) calendar days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the RSA Assumption Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (d) thirty (30) calendar days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the Final DIP Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; (e) thirty (30) calendar days after the Petition Date, unless prior thereto the Debtors and the Majority Consenting Lenders have agreed on reorganization case plans and business plans for Alma

Products Company and Axiom Automotive Technologies (f) thirty-five (35) business days after the Petition Date, unless prior thereto the Bankruptcy Court has entered the Confirmation Order in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; and (g) fifty (50) business days after the Petition Date, unless prior thereto the effective date for the Plan (the "Plan Effective Date") has occurred; upon five (5) days' written notice to the Company if any amendment or modification of the Plan or any material documents related to the Plan, notices, exhibits or appendices, or any of the Restructuring Documents, which amendment or modification has or could reasonably be expected to have a material adverse effect, as determined by the Majority Consenting Lenders, on one or more Consenting First Lien Lenders, without the consent of the First Lien Agent and the Majority Consenting Lenders, as applicable, to the extent such parties are, or could reasonably be expected to be, materially adversely affected by such amendment or modification; upon five (5) days' written notice to the Company following entry of an order terminating the Debtors' right to use collateral, including cash collateral, or the Debtors' right to use collateral, including cash collateral, otherwise terminates for any reason; upon five (5) days' written notice to the Company if the Disclosure Statement Order or the Confirmation Order is (a) materially adversely amended or modified without the consent of the First Lien Agent and the Majority Consenting Lenders; or (b) reversed, permanently stayed, dismissed, or vacated, unless the Bankruptcy Court enters a new Disclosure Statement Order, or a new Confirmation Order, as applicable, each in form and substance reasonably satisfactory to the First Lien Agent and the Majority Consenting Lenders; upon two (2) calendar days' written notice to the Company if any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases or the Debtors shall file a motion or other request for such relief; provided, that the dismissal or conversion of the Chapter 11 Case of any entity that (x) has determined to wind down its affairs and (y) does not own more than a *de minimis* amount of assets will not constitute an event of default; upon five (5) days' written notice to the Company if the Debtors file any motion, application, adversary proceeding or cause of action (i) challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of the Claims of the First Lien Lenders or the liens securing the First Lien Obligations or the documents related thereto, (ii) otherwise seeking to impose liability upon or enjoin the First Lien Lenders or (iii) any other cause of action against and/or seeking to restrict the rights of holders of First Lien Obligations in their capacity as such (or if the Debtors support any such motion, application, adversary proceeding or cause of action commenced by any third party or consent to the standing of any such third party to bring such motion, application, adversary proceeding or cause of action); the Company makes an assignment for the benefit of creditors; upon five (5) days'

written notice to the Company of the filing by the Debtors of any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with the Restructuring Support Agreement and the term sheet attached thereto (the "RSA Term Sheet"), and such motion or pleading is not withdrawn within five (5) calendar days' notice thereof by the First Lien Agent or the Majority Consenting Lenders to the Debtors (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Debtors are provided with such notice such order is not stayed, reversed or vacated within five (5) business days of such notice); provided, however, that, in the case of a stay upon such judgment or order becoming unstayed and five (5) business days' notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders, an event of default shall be deemed to have occurred; upon five (5) days' written notice to the Company if the Bankruptcy Court grants relief that is inconsistent in any material respect with the Restructuring Support Agreement or the Restructuring and such inconsistent relief is not dismissed, vacated or modified to be consistent with the Restructuring Support Agreement and the Restructuring within five (5) business days following notice thereof to the Debtors by the First Lien Agent or the Majority Consenting Lenders; upon five (5) days' written notice to the Company if the Debtors withdraw or revoke the Plan or file, publicly propose or otherwise support, or fail to actively oppose, any (i) Alternative Transaction or (ii) amendment or modification to the Restructuring containing any terms that are materially inconsistent with the implementation of, and the terms set forth in, the RSA Term Sheet unless such amendment or modification is otherwise consented to in writing by the Majority Consenting Lenders; upon five (5) days' written notice to the Company if, on or after the RSA Effective Date, the Debtors engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than: (i) the commencement of the Chapter 11 Cases or other bankruptcy or similar proceeding; or (ii) as expressly permitted by the Restructuring Documents; the Debtors lose the exclusive right to file and solicit acceptances of a chapter 11 plan by final order of the Court; upon five (5) days' written notice to the Company of a material breach by the Company of any of the undertakings, representations, warranties, covenants or obligations under the DIP Facility (to the extent not otherwise cured or waived in accordance with the terms hereof and thereof); any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in the RSA Term Sheet or any of the Restructuring Documents in a way that cannot be remedied by the Debtors subject to the satisfaction of the First Lien Agent and the Majority Consenting Lenders, in which case the DIP Facility and the obligations thereunder may be terminated by the Required DIP Lenders immediately; upon five (5) days' written notice to the Company that the economic substance or the legal rights, remedies or benefits of the transactions contemplated hereby is affected in any manner materially

adverse to the DIP Lenders as a result of fraud, bad faith, willful misconduct, gross negligence, intentional misrepresentation or similar misconduct or bad acts by the Company or its board of directors, officers or senior management; provided, that such termination right must be exercised on or prior to two (2) calendar days prior to the confirmation hearing); upon five (5) calendar days' written notice to the Company, as determined by the Required DIP Lenders, that there has been an event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a material adverse effect, taking into account that the Company has or will file the Chapter 11 Cases, on (a) the business, assets, financial condition or results of operations of the Company, taken as a whole, (b) the rights and remedies of the DIP Agent or any DIP Lender under any Loan Document (as defined in the First Lien Credit Agreement) or any Restructuring Document or (c) the ability of the Company to perform its obligations under the Restructuring Support Agreement, the RSA Term Sheet, this Term Sheet or any Restructuring Document; breach of the Borrower's covenant not to permit cumulative net cash flow on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 12.5% of such amount set forth in the Budget for such period(s) (the foregoing to be tested every week, commencing with the third week following the Petition Date); breach of the Borrower's covenant not to permit cumulative receipts on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be less than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 15% of such amount set forth in the Budget for such period(s) (the foregoing to be tested every week, commencing with the third week following the Petition Date); breach of the Borrower's covenant not to permit each of cumulative freight disbursements on a cumulative basis and cumulative trade disbursements on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date), provided, however, that for weeks three (3) through six (6) following the Petition Date such covenant shall be subject to a variance of not greater than 25%; breach of the Borrower's covenant not to permit any cumulative individual Budget line item, other than net cash flow, receipts or freight and trade disbursements, on a cumulative basis for the period commencing with the Petition Date and ending on the relevant date of determination to be greater than the corresponding amounts set forth in the Budget for such period(s), subject to a variance of not greater than 17.5% of such amount set forth in the Budget for such period(s) (the foregoing covenant to be tested every week, commencing with the third week following the Petition Date); the substantial consummation (as defined in section 1101 of the

	Bankruptcy Code) of the Plan has not occurred by the Outside Date; or the breach of the Borrower's covenant not to pay or otherwise unimpair any claims except for (x) trade claims, provided that such amount, in the aggregate, shall be less than $41.36 million, and (y) other creditors associated with ordinary course operations (e.g., IT, employees, ordinary course professionals and safety capital expenses), the pension and retiree benefits, in each case, for entities to be reorganized or not sold under the Plan; provided, however, that all other unsecured creditors shall receive a maximum aggregate recovery of $500,000 in cash.
Remedies:	Customary remedies, including, without limitation, the right (after providing five (5) business days' prior notice to the Borrower, the Committee (if any), the Prepetition 1st Lien Agent, the Prepetition 2nd Lien Agent and the U.S. Trustee) to realize on all DIP Collateral without the necessity of obtaining any further relief or order from the Bankruptcy Court. The Bankruptcy Court shall retain exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies hereunder with respect to the DIP Credit Parties, under the Interim Order and the Final Order, and with respect to the DIP Collateral.
Assignments and Participations:	The DIP Facility will contain customary provisions for facilities of this kind, including, without limitation, each DIP Lender's right to (i) assign its DIP Loans to other DIP Lenders or affiliates thereof without the consent of the DIP Credit Parties, (ii) participate its DIP Loans without notice to, or consent of, the DIP Credit Parties and (iii) pledge its DIP Loans to the Federal Reserve or any applicable central bank; provided, however, that the DIP Facility will prohibit any assignments to vendors, customers or competitors of the Debtors that have been identified in writing to the DIP Lenders.
Chapter 11 Plan:	The Debtors' plan of reorganization (the "Plan") shall, among other things, provide for (i) payment in full, on the Effective Date thereof, of all DIP Loans under the DIP Facility, or (ii) such other treatment as may be acceptable in all respects to the DIP Agent and Required DIP Lenders.
Conditions Precedent:	(a) The conditions precedent to the obligation of the DIP Lenders to make DIP Loans under the DIP Facility will be customary and appropriate for financings of this type and acceptable to the DIP Agent and the Required DIP Lenders, including, without limitation, the execution and delivery by the Debtors of the Restructuring Support Agreement and the commencement of the Cases by the Debtors by the date specified above, and: • The DIP Agent's and the Required DIP Lenders' review of and satisfaction with the Budget (it being agreed that the Budget delivered on or about November 11, 2016 is satisfactory); • Execution and delivery by the DIP Credit Parties of definitive DIP Loan Documents, in form and substance consistent with

this Term Sheet, and otherwise satisfactory in all respects to the DIP Agent and the Required DIP Lenders;

- The absence of any Default or Event of Default under any of the DIP Loan Documents;
- The DIP Agent's receipt of favorable legal opinions of Borrower's and Guarantors' counsel as to such matters as may be required by the DIP Agent (including, without limitation, enforceability of the DIP Loan Documents, non-disturbance of all prepetition Liens of the Prepetition 1st Lien Agent and the Prepetition 1st Lien Lenders, and perfection of all Liens granted to the DIP Agent under the DIP Loan Documents);
- The Bankruptcy Court's entry of the Interim Order, as described below;
- The DIP Agent's and Required DIP Lenders' review of and reasonable satisfaction with all "first day orders" (other than the Interim Order, which shall be satisfactory in all respects to the DIP Agent and Required DIP Lenders);
- Borrower shall have paid to the DIP Agent and the DIP Lenders all fees and expenses required to be paid to the DIP Agent and the DIP Lenders on the Closing Date pursuant to any of the DIP Loan Documents and the transactions contemplated thereby;
- All proceedings taken in connection with the execution of the DIP Loan Documents and approval thereof by the Bankruptcy Court (including, without limitation, the nature, scope and extent of notices to interested parties with respect to all hearings related to the DIP Facility) shall be satisfactory in all respects to the DIP Agent and the Required DIP Lenders;
- All representations and warranties made by the DIP Credit Parties under the DIP Loan Documents shall be true and correct in all material respects on and as of the date of each extension of credit under the DIP Facility, except to the extent such representations or warranties relate solely to an earlier date (in which case, they shall be true and correct in all material respects as of such earlier date); and
- Receipt of a notice of borrowing from the Borrower. The request for and acceptance of each DIP Loan by the Borrower shall constitute a representation and warranty that the conditions to each extension of credit shall have been satisfied.

(b) The following shall be conditions precedent with respect to subsequent DIP Loans made, and letters of credit issued, under the DIP Facility:

- The Bankruptcy Court's entry of the Interim Order or the Final Order, as applicable, within the time periods set forth below;
- No Default or Event of Default under the DIP Loan Documents

shall exist;

- The representations and warranties contained in the DIP Loan Documents shall be true and correct in all respects on and as of the date of each DIP Loan thereunder as though made on and as of such date, except to the extent such representations or warranties relate solely to an earlier date (in which case, they shall be true and correct in all respects as of such earlier date); and
- Receipt of a notice of borrowing from the Borrower. The request for and acceptance of each DIP Loan by the Borrower shall constitute a representation and warranty that the conditions to each DIP Loan shall have been satisfied.

(c) The following shall be a post-closing obligation of the Borrower:

- Within twenty (20) calendar days (or such longer period as may be agreed by the DIP Agent), the DIP Agent shall have received evidence, in form, scope and substance, satisfactory to the DIP Agent, of all insurance coverage as required by the DIP Loan Documents.

Financing Orders:

Interim Order. A condition precedent to the DIP Lenders' DIP Loans under the DIP Facility will be the entry of the Interim Order, in form and substance satisfactory in all respects to the DIP Agent and the Required DIP Lenders, by the Bankruptcy Court, which must occur no later than three (3) business days after the Petition Date, following proper notice and hearing thereon, which, among other things, approves the form and substance of the definitive DIP Loan Documents evidencing the DIP Facility; approves Borrower's stipulation of the validity, extent, amount, perfection, priority, enforceability, and non-avoidability of the Prepetition 1st Lien Agent's and Prepetition 1st Lien Lenders' claims and Liens; grants adequate protection (as hereinabove provided) for the benefit of the Prepetition 1st Lien Agent and Prepetition 1st Lien Lenders; authorizes the DIP Agent to enforce its Liens and the DIP Loan Documents upon the occurrence and during the continuance of Events of Default, upon the giving of at least five (5) business days' notice to the Borrower and its counsel, the U.S. Trustee, the Prepetition 1st Lien Agent, the Prepetition 2nd Lien Agent and counsel for any Committee; contains a Carve-Out for Professional fees and expenses on terms and conditions described herein; confers section 364(c)(1) priority status on all DIP Loans under the DIP Facility and provides for the securing of all such DIP Loans by a Lien on all DIP Collateral having the priority provided herein; finds that the DIP Agent and the DIP Lenders have acted in good faith in connection with the proposed financing and are entitled to the benefits of section 364(e) of the Bankruptcy Code; provides that the Liens granted to the DIP Agent under the DIP Loan Documents and pursuant to the Interim Order are deemed perfected without the necessity of the filing for record of any documents, notices, or other filings (but the DIP Credit Parties agree to execute and deliver to the DIP Agent, and to authorize the DIP Agent to file, any such documents at the DIP Agent's sole

discretion); and contains such other terms and conditions as the DIP Agent shall request or find acceptable.

Final Order. The final financing order (the "Final Order") shall be entered, in form and substance satisfactory in all respects to the DIP Agent and the Required DIP Lenders, not later than thirty (30) calendar days after the Petition Date, (i) shall contain provisions substantially the same as those in the Interim Order, (ii) shall provide that all prepetition Liens of Prepetition 1st Lien Agent and Prepetition 1st Lien Lenders shall be deemed finally allowed and approved as legal, valid, binding and enforceable Liens that are not subject to any equitable subordination, defense, or avoidance and the prepetition claims of the Prepetition 1st Lien Agent and Prepetition 1st Lien Lenders shall be deemed allowed as claims that are not subject to offset, equitable subordination, reduction, counterclaim, or defense, in each case if the same are not challenged by the commencement of appropriate proceedings by an interested party having standing to do so on the sooner to occur of seventy-five (75) calendar days after the entry of the Final Order or confirmation of a plan of reorganization or liquidation in any of the Cases, and (iii) shall provide that all prepetition Liens of the Prepetition 2nd Lien Agent and Prepetition 2nd Lien Lenders shall be deemed finally allowed and approved as legal, valid, binding and enforceable Liens that are not subject to any equitable subordination, defense, or avoidance and the prepetition claims of Prepetition 2nd Lien Agent and Prepetition 2nd Lien Lenders shall be deemed allowed as claims that are not subject to offset, equitable subordination, reduction, counterclaim, or defense, in each case if the same are not challenged by the commencement of appropriate proceedings by an interested party having standing to do so on the sooner to occur of seventy-five (75) calendar days after the entry of the Final Order or confirmation of a plan of reorganization or liquidation in any of the Cases. The Final Order shall also prohibit any surcharge on the collateral subject to the Prepetition 1st Lien Agent's Liens, the Prepetition 2nd Lien Agent's Liens and the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise.

Governing Law: New York, except as governed by the Bankruptcy Code.

Indemnity: The DIP Credit Parties shall indemnify, pay and hold harmless the DIP Agent and the DIP Lenders (and their respective directors, officers, employees and agents) against any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the gross negligence, bad faith or willful misconduct of the indemnified party, and except to the extent resulting from claims between or among any DIP Lenders in their capacity as such) (including the reasonable and documented fees and expenses of appropriate counsel to each of the DIP Agent and the DIP Lenders). As used herein, the "appropriate counsel" for any person or group means (i) one firm of outside counsel thereto, (ii) if necessary, one firm of local counsel thereto in each appropriate material jurisdiction and (iii)

	if necessary, one additional firm for each group of similarly-situated persons in the case of actual or potential conflicts of interest.
Expenses:	The Borrower shall pay, not to exceed an amount acceptable to the Required DIP Lenders, (a) all reasonable and documented expenses of the DIP Agent (including the reasonable and documented fees and expenses of appropriate counsel to the DIP Agent, including, but not limited to Chapman and Cutler LLP) associated with the preparation, execution, delivery and administration of the DIP Loan Documents and any amendments or waivers with respect thereto, (b) all reasonable and documented expenses of the DIP Agent (including the reasonable and documented fees and expenses of appropriate counsel to the DIP Agent, including, but not limited to Chapman and Cutler LLP) in connection with the enforcement of the DIP Loan Documents, and (c) all Transaction Expenses (as defined in the Restructuring Support Agreement) (collectively, the "DIP Transaction Expenses").
Amendments, Modifications and Waivers:	Except as otherwise specified herein, this Term Sheet may only be modified, amended or supplemented by an agreement in writing signed by each of the Company and the Required DIP Lenders, provided that any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, under the DIP Facility may only be modified, amended or supplemented by an agreement in writing signed by the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination. The DIP Facility shall provide that any modification, amendment, supplement or waiver related to interest rate, term, security and/or priority, and any modification, amendment, supplement or waiver making distributions other than *pro rata* among lenders, may only be modified, amended or supplemented by an agreement in writing signed by the Company and DIP Lenders committed to providing one hundred percent (100%) of the aggregate amount of loans under the DIP Facility at the time of determination.
Rating:	The DIP Credit Parties, the DIP Agent and the DIP Lenders will use best efforts to secure an agency rating for the DIP Facility.
Counsel to Prepetition 1st Lien Agent:	Paul Hastings LLP
Counsel to DIP Lenders and DIP Agent:	Chapman and Cutler LLP
Counsel to Debtors:	Willkie Farr & Gallagher LLP

Exhibit A to the DIP Term Sheet

Budget

You hereby are reminded that the information being provided herein is strictly confidential and may contain material non-public information. It is being provided subject to your confidentiality undertakings in the Credit Agreement to which you are, and remain, bound. Any breach of such undertakings will have a serious negative impact on the Company, its operations and prospects.

By accepting the enclosed information, you acknowledge the potential damages that may be sustained by the Company.

SUBJECT TO ALL CONFIDENTIALITY RESTRICTIONS SET FORTH IN THE APPLICABLE CREDIT AGREEMENT

DIP Budget Summary		
Filing Date	11/20/16	
Emergence Date	1/27/17	
Duration in Weeks	10	
($ in 000s)		**Notes**
Operating Receipts	$ 87,647	
Operating Disbursements + Cap Ex	(72,599)	
Pre-petition Vendors	(41,360)	Critical, Foreign, 503(b)(9) & Other Essential vendors
Operating Cash Flow	**(26,313)**	
Debtor Pro Fees	-	WFG / FTI / Ducera
SP Pro Fees	(771)	Storm / Chaim / Chapman
1L Pro Fees	-	KS & CDG
Claims Agent / UCC Fees / Other	-	
Total Pro Fees Paid During Case	**(771)**	
Capital Leases / LC Fees	(182)	
DIP Debt Service	(684)	
Total Debt Service	**(866)**	
LC Needs	(4,785)	P-card provider, cash mgmt. bank, and cash collateral to renew expiring LCs
US Trustee	(45)	$45K paid during case, $50K paid at exit
KERP / KEIP / Assumed Retention Plan	(500)	
Cash to balance sheet Prior to Exit	(12,720)	Cash Balance Prior to Exit Costs
Other BK Related ITEMS	**(18,050)**	
Items Funded via Exit Financing		
Debtor Professional Fee Escrow	(4,896)	Professional fees paid at exit
1L Professional Fee Escrow	(1,200)	
SP Pro Fees Escrow	(1,879)	Professional fees paid at exit
Claims Agent / UCC Fees / Other	(375)	Professional fees paid at exit
Final US Trustee Payment	(50)	US Trustee paid at exit
LC Needs	710	Return of collateral
Payment From FFL	2,500	
Payment to 2L	-	
Other exit items	(2,000)	Contingency
Exit Items Ex Debt Service and Cash to B/S	(7,190)	
Cash used from Balance Sheet for Exit	(2,810)	Cash Used from Balance Sheet
Total Exit Items	**(10,000)**	

Summary		
Starting cash	**$ 1,000**	Cash balance immediately prior to filing, net of prepetition amounts paid
Operating Cash Flow (Incl Foreign+Critical)	(26,313)	
Pro Fees	(771)	
Debt Service	(866)	
Other BK Related Items	(18,050)	
DIP Balance Prior to Exit	**(45,000)**	
Net Exit Items	(10,000)	
Balance at Exit	**$ (55,000)**	
Cash on B/S at Exit	$ (15,530)	

NOTE:

Figures reflected herein are based upon a number of assumptions as to the impact of a bankruptcy proceeding on the Company's business, the aggregate amount of professional fees the Company may be required to pay while the proceeding is pending or upon exit from bankruptcy, and other matters. Actual results may differ from these assumptions.

This budget does not address, and management is making no representation herein, as to the adequacy of any exit financing or the Company's long term liquidity upon exit from bankruptcy.

WEEKLY CASH FLOW FORECAST

Week #	Pre	Pre		1	2	3	4	5	6	7	8	9	10	Exit	Case Total w/o Exit	Case Total w/ Exit
BK Status			Pre	BK	BK	BK	BK	BK	BK	BK	BK	BK	BK	BK		
($ in 000s)	11/4	11/11	11/18	11/25	12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	Exit	Total	Total
Cash Flow From Operations																
Cash Sources																
Total Cash Sources	$ 7,356	$ 6,469	$ 9,242	$ 6,906	$ 8,038	$ 7,256	$ 8,669	$ 10,189	$ 9,865	$ 7,374	$ 8,828	$ 10,437	$ 10,084	$ -	$ 87,647	$ 87,647
Operating Activities																
Payroll and Benefits	(2,720)	(2,785)	(2,720)	-	(909)	(4,756)	(930)	(3,427)	(907)	(2,985)	(3,182)	(3,149)	(771)		(21,016)	(21,016)
Foreign Vendor Pre-petition				-	(1,351)	(1,802)	(1,802)	(1,351)	(1,351)	(450)	(450)	(450)	-		(9,008)	(9,008)
Critical Vendor Pre-petition				-	(3,857)	(3,857)	(3,857)	(1,543)	(771)	(771)	(771)	-	-	-	(15,429)	(15,429)
503(b)(9)				-	(1,158)	(772)	(772)	(1,543)	(1,543)	(772)	(772)	(386)	-	-	(7,717)	(7,717)
Other Essential Supplier Pre-petition				-	-	(921)	(921)	(1,841)	(1,841)	(921)	(921)	(921)	(921)	-	(9,206)	(9,206)
Post-petition Trade	(4,805)	(3,923)	(4,955)	(3,820)	(3,890)	(2,972)	(3,197)	(2,269)	(2,553)	(4,008)	(4,184)	(4,400)	(4,276)	-	(35,568)	(35,568)
Freight and Courier	(755)	(625)	(605)	(542)	(628)	(807)	(625)	(625)	(552)	(542)	(628)	(598)	(800)		(6,347)	(6,347)
Insurance	(25)	(120)	(25)	(34)	(167)	-	(25)	(120)	(98)	(34)	(167)	(58)	(1)		(703)	(703)
Rent	(642)	(40)	(642)	(0)	(682)	(97)	(621)	(40)	(2)	(21)	(661)	(40)	(2)		(2,166)	(2,166)
Taxes	(31)	(37)	(31)	(27)	(24)	(26)	(431)	(437)	(34)	(27)	(24)	(431)	(33)		(1,492)	(1,492)
Funding to Foreign Subsidiaries				(175)	(175)	(175)	(175)	(175)	(175)	(175)	(175)	(175)	(175)		(1,750)	(1,750)
Other	(486)	(593)	(486)	(319)	(370)	(207)	(344)	(288)	(453)	(299)	(364)	(320)	(593)		(3,557)	(3,557)
Operating Cash Uses	**(9,462)**	**(8,122)**	**(9,462)**	**(4,917)**	**(13,210)**	**(16,391)**	**(13,698)**	**(13,659)**	**(10,281)**	**(11,005)**	**(12,299)**	**(10,928)**	**(7,572)**	**-**	**(113,960)**	**(113,960)**
Net Cash Flows from Operations	**(2,107)**	**(1,653)**	**(221)**	**1,989**	**(5,172)**	**(9,134)**	**(5,029)**	**(3,470)**	**(416)**	**(3,631)**	**(3,471)**	**(491)**	**2,512**	**-**	**(26,313)**	**(26,313)**
Cash Flow From Financing Activities																
Interest on 1st Lien														-	-	-
Capital Leases	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)	(18)		(182)	(182)
Principal on 1st Lien	-	-	-							-					-	-
DC Fees	-	-	-												-	-
DIP Rating Fee				(150)											(150)	(150)
Interest on DIP Loan									(244)				(290)		(534)	(824)
Unused Line fee on DIP Loan							-				-				-	-
DIP Extension Fee				-											-	-
Sponsor Contribution														2,500	-	2,500
1L Payment															-	-
Delayed Draw Super Senior Term Loan														55,000	-	55,000
Net Cash Flows From Financing	**(18)**	**(18)**	**(18)**	**(168)**	**(18)**	**(18)**	**(18)**	**(18)**	**(262)**	**(18)**	**(18)**	**(18)**	**(308)**	**57,500**	**(866)**	**56,634**
Non-Operating / Bankruptcy Related																
Professional Fees [1]	-	-		(600)	-	-	-	-	-	-	(171)	-	-	(8,350)	(771)	(9,121)
KEIP / KERP / Assumed Retention Plan [2]										(500)				-	(500)	(500)
DC Fees				(3,000)				(1,050)				(735)		710	(4,785)	(4,075)
US Trustee									(45)					(50)	(45)	(95)
Pre-Petition Disbursements			(7,701)												-	-
Other exit items														(2,000)	-	(2,000)
Admin and Professional Fee Carve Out														-	-	-
Net Cash Flow from Non-Ops / BK	**-**	**-**	**(7,701)**	**(3,600)**	**-**	**-**	**-**	**(1,050)**	**(45)**	**(500)**	**(171)**	**(735)**	**-**	**(9,690)**	**(6,101)**	**(15,791)**
Net Cash Flow	**(2,125)**	**(1,671)**	**(7,939)**	**(1,779)**	**(5,190)**	**(9,153)**	**(5,047)**	**(4,538)**	**(724)**	**(4,149)**	**(3,660)**	**(1,244)**	**2,204**	**47,810**	**(33,280)**	**14,530**
DIP Activity																
DIP Account Draw				10,000	10,000	10,000		5,000		5,000	5,000			(45,000)	45,000	-
Cash From DIP Account Draw	**-**	**-**	**-**	**10,000**	**10,000**	**10,000**	**-**	**5,000**	**-**	**5,000**	**5,000**	**-**	**-**	**(45,000)**	**-**	**-**
Cash Balances																
Beginning Balance	10,826	8,701	7,030	1,000	9,221	14,031	14,878	9,831	10,292	9,569	10,420	11,760	10,516	12,720	1,000	1,000
Net Cash Flow	(2,125)	(1,671)	(7,939)	(1,779)	(5,190)	(9,153)	(5,047)	(4,538)	(724)	(4,149)	(3,660)	(1,244)	2,204	47,810	(33,280)	14,530
Cash From DIP Account Draw				10,000	10,000	10,000	-	5,000	-	5,000	5,000	-	-	(45,000)	45,000	-
Ending Operating Cash Balance	**8,701**	**7,030**	**1,000**	**9,221**	**14,031**	**14,878**	**9,831**	**10,292**	**9,569**	**10,420**	**11,760**	**10,516**	**12,720**	**15,530**	**12,720**	**15,530**
Total Drawn on DIP Loan	**-**	**-**	**-**	**10,000**	**20,000**	**30,000**	**30,000**	**35,000**	**35,000**	**40,000**	**45,000**	**45,000**	**45,000**	**-**	**45,000**	**-**
DIP Available	**-**	**-**	**-**	**63,000**	**53,000**	**43,000**	**43,000**	**38,000**	**38,000**	**33,000**	**28,000**	**28,000**	**28,000**	**73,000**	**28,000**	**73,000**

Footnotes:

1. $1.2MM payment to 1L Steering Committee Advisors (CDG & KS) included within the professional fees paid at exit.
2. Additional $500K Assumed Retention Plan payment to be paid outside of period covered by this budget.

EXHIBIT C TO RESTRUCTURING SUPPORT AGREEMENT

JOINDER

This Joinder to the Restructuring Support Agreement (the "Joinder"), dated as of [●], 2016 by and among each of Transtar Holding Company, each of their domestic direct and indirect subsidiaries party thereto (collectively with Speedstar Holding Corporation, the "Company"), and the Consenting Lenders signatory thereto (as amended, supplemented or otherwise modified, the "Agreement"), is executed and delivered by [_____] (the "Joining Party") as of [_____], 2016. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, attached to this Joinder as Annex I (as the same may be hereafter amended, restated or otherwise modified from time to time). The Joining Party shall hereafter be deemed to be a "Consenting Lender" and a Party for all purposes under the Agreement.

2. Representations and Warranties. With respect to the aggregate principal amount of Holdings held by the Joining Party upon consummation of the Transfer of such Holdings (listed on the signature page hereto), the Joining Party hereby makes the representations and warranties, as applicable, to the Company set forth in Section 7 of the Agreement.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

* * * * *

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IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

Name of Institution: _____

By: _____

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

_____

_____

Aggregate Principal Amount

First Lien Credit Agreement	
Second Lien Credit Agreement	
Other Claims or Interests (specify type and amount)	

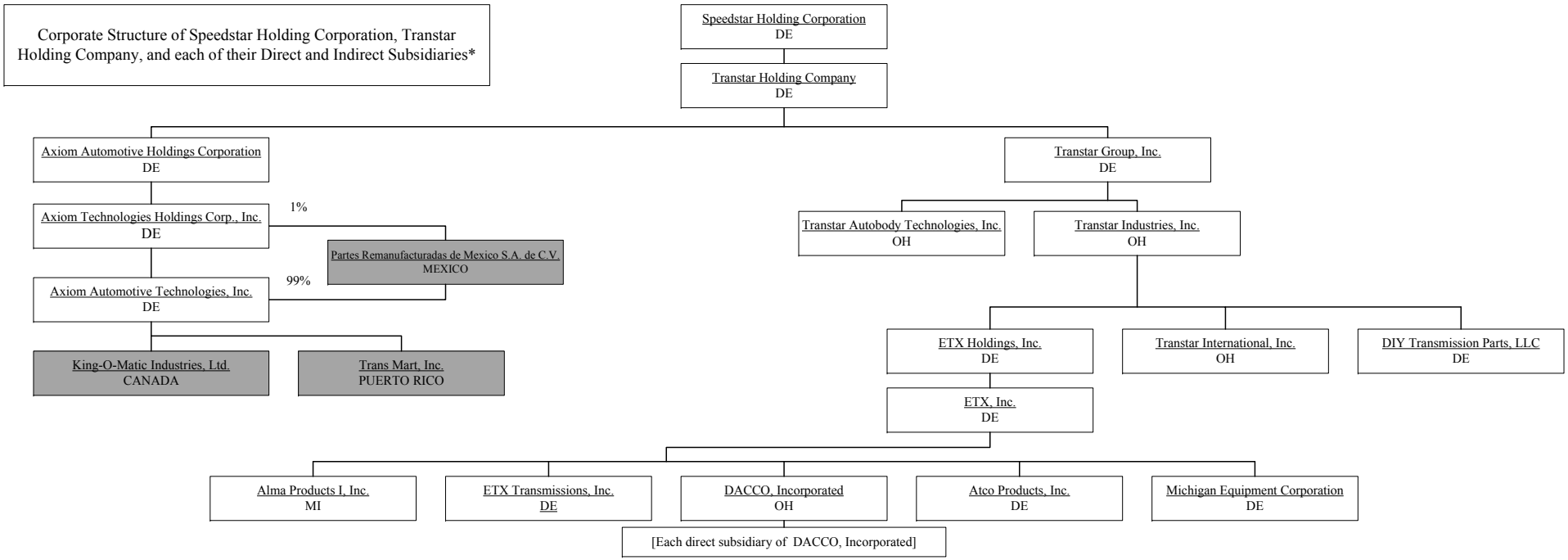
ANNEX I TO JOINDER

[Restructuring Support Agreement]

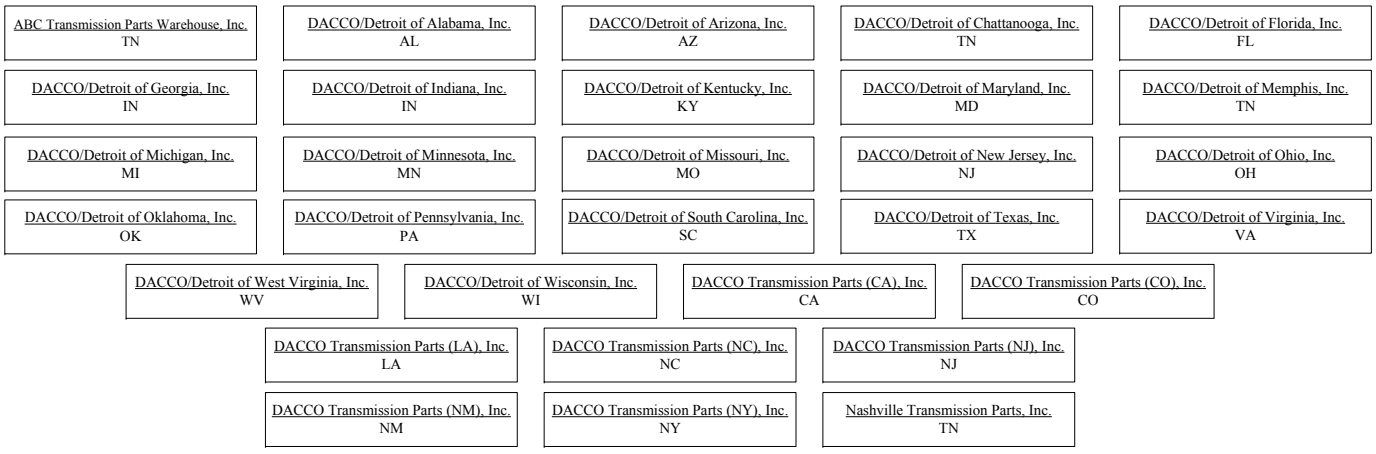
EXHIBIT 3

Prepetition Organizational Chart

Corporate Structure of Speedstar Holding Corporation, Transtar Holding Company, and each of their Direct and Indirect Subsidiaries*



Direct Subsidiaries of DACCO, Incorporated:



= Debtor Entities
= Non-Debtor Entities

*As of 11/6/16.

EXHIBIT 4

Liquidation Analysis

Liquidation Analysis

I. Overview.

Section 1129(a)(7) of title 11 of the United States Code (the "**Bankruptcy Code**") requires that (i) all members of each impaired class have accepted the plan; or (ii) each holder of an allowed claim or interest of each impaired class of claims or interests will under the plan receive or retain on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. This is referred to as the "Best Interest Test."

II. Underlying Assumptions and Disclaimer.

This liquidation analysis (the "**Liquidation Analysis**") was prepared in connection with the filing of the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (the "**Plan**"[1]) and its accompanying Disclosure Statement in order to demonstrate compliance with the Best Interest Test. The Liquidation Analysis indicates an estimated range of recovery values which may be obtained by the classes of Claims upon disposition of the Debtors' assets, pursuant to a chapter 7 liquidation, as an alternative to the Debtors' proposed Plan. As illustrated by the Liquidation Analysis, certain impaired Classes would receive less recovery than they would under the Plan. Further, no holder of a claim or interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation scenario, as illustrated by the Liquidation Analysis. Therefore, the Debtors believe that the Plan satisfies the Best Interest Test set forth in section 1129(a)(7) of the Bankruptcy Code.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of and proceeds from the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

The Liquidation Analysis represents an estimate of recovery values based upon a hypothetical liquidation of the Debtors' estates if the Debtors' current chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code on December 31, 2016 (the "**Conversion Date**") and a chapter 7 trustee (the "**Trustee**") were appointed to convert all the Debtors' assets into cash. In this hypothetical scenario, the Trustee would satisfy claims by conveying the assets which are collateral securing debt obligations to the secured lenders or by converting all of the assets of the Debtors to cash by: (i) selling certain assets owned by the Debtors as going concerns in a rapid sale; or (ii) ceasing operations and selling the individual assets of the Debtors. The gross amount of cash ("**Gross Proceeds**") available from the liquidation would be the sum of the net proceeds from the disposition of the Debtors' assets, after the costs of disposition, plus any cash held by the Debtors at the Conversion Date. This Liquidation Analysis assumes that Gross Proceeds would be distributed in accordance with section 726 of the Bankruptcy Code. Such cash amount would be: (i) first, reduced by the amount of the "Carve-Out" of accrued professional fees and expenses (as such term is defined in DIP Order), Allowed DIP

[1] Any terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Claims, Allowed First Lien Credit Agreement Claims and Allowed Other Secured Claims after payment of liquidation expenses; (ii) second, reduced by the costs and expenses of administrative claims that might result from the termination of the Debtors' business; and (iii) third, reduced by the amount of the Allowed Administrative Claims, U.S. Trustee Fees and Allowed Priority Tax Claims. Any remaining net cash would be distributed to creditors and stakeholders in strict order of priority of claims contained in section 726 of the Bankruptcy Code. In addition, claims would arise by reason of the breach or rejection of obligations incurred and leases and executory contracts (including vendor and customer contracts) assumed or entered into by the Debtors prior to the filing of the chapter 7 cases.

The Liquidation Analysis is based on each of the Debtors' unaudited assets and liabilities as of November 6, 2016. The Liquidation Analysis assumes that the Trustee does not possess the financial or operational resources to continue to operate the Debtors for the extended period required to conduct a going-concern sale process. As a result, the Liquidation Analysis assumes the Trustee would promptly shut down operations and commence an orderly liquidation on an expedited basis. The Liquidation Analysis assumes that the Trustee's liquidation would conclude by June 30, 2017.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN EXPLAINED ABOVE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON THE DEBTORS' BUSINESS JUDGMENT IN CONSULTATION WITH THE DEBTORS' ADVISORS. WHILE THE DEBTORS MAKE NO ASSURANCES, IT IS POSSIBLE THAT PROCEEDS RECEIVED FROM GOING CONCERN SALE(S) OF THE DEBTORS' ASSETS OR BUSINESS UNITS WOULD BE MORE THAN HYPOTHETICAL LIQUIDATION VALUES, THE COSTS ASSOCIATED WITH THE GOING CONCERN SALE(S) WOULD BE LESS, FEWER CLAIMS WOULD BE ASSERTED AGAINST THE BANKRUPTCY ESTATES AND/OR CERTAIN ORDINARY COURSE CLAIMS WOULD BE ASSUMED BY THE BUYER OF THE DEBTORS' BUSINESS. THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.

III. Summary Notes to this Liquidation Analysis.

1. Estimates of Claims.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of their books and records as of November 6, 2016. The Liquidation Analysis also includes estimates for Claims that could be asserted and Allowed in a chapter 7 liquidation, including Administrative Claims, employee-related obligations, pension obligations, runoff costs, Trustee fees, and other Allowed Claims. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims. For purposes of the Liquidation Analysis, the Debtors have estimated the amount of Allowed Claims and provided ranges of projected recoveries based on certain assumptions. Therefore, the Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied upon for any purpose other than considering the hypothetical distributions under a chapter 7 liquidation. Nothing contained in the Liquidation Analysis is intended to be or constitutes a concession or admission by the

Debtors. The actual amount of Allowed Claims in the Chapter 11 Cases could materially differ from the estimated amounts set forth in the Liquidation Analysis.

2. Liquidation Process.
The Liquidation Analysis assumes a liquidation of all of the Debtors' assets, including (a) cash and equivalents, (b) accounts receivable, (c) inventories, (d) property, plant and equipment and (e) other assets. The Liquidation Analysis assumes that the Trustee does not possess the financial or operational resources to continue to operate the Debtors for the extended period required to conduct a going concern sale process.

3. Factors Considered in Valuing Hypothetical Liquidation Proceeds.
Factors that could negatively impact the recoveries set forth in the Liquidation Analysis include: (a) turnover of key personnel; (b) challenging economic conditions; (c) delays in the liquidation process; and (d) other significant factor events that occur during the process. These factors may limit the Gross Proceeds available to the Trustee.

4. Recovery Range.
The Liquidation Analysis estimates low and high recovery percentages for Claims and Equity Interests upon the Trustee's application of the Liquidation Proceeds. The Debtors used their unaudited November 6, 2016 financial statements as a proxy for expected asset values on the Conversion Date (unless otherwise noted) and made adjustments to those values to account for any known material changes expected to occur before the Conversion Date. While the Debtors expect to continue to incur obligations in the ordinary course of business until the Conversion Date (which obligations have not been reflected herein), the ultimate inclusion of such additional obligations is not expected to materially change the results of the Liquidation Analysis. The Liquidation Analysis does not reflect any potential recoveries that might be realized by the Trustee's potential pursuit of any avoidance actions, as the Debtors believe that any such potential recoveries are highly speculative in light of, among other things, the various defenses that would likely be asserted. The Debtors have worked with their advisors to estimate ranges of recoveries as provided in this Liquidation Analysis. These ranges are estimates and should not be relied upon by any party. The Debtors do not provide assurance of any recovery.

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Speedstar Holding Corporation
Hypothetical Liquidation Analysis

Hypothetical Liquidation Analysis

This Liquidation Analysis has been prepared in connection with the Disclosure Statement. The Liquidation Analysis indicates the values that may be obtained by classes of claims upon disposition of assets, pursuant to a Chapter 7 liquidation, as an alternative to continued operation of the business. Accordingly, collateral values discussed herein may be different than amounts referred to elsewhere by the Debtors. The Liquidation Analysis uses the Debtors' unaudited November 6, 2016 financial statements, unless specified otherwise.

($ in Millions)	Note	Book Value	Est. Recovery % Low	Est. Recovery % High	Est. Recovery $ Low	Est. Recovery $ High
Asset Liquidation						
Cash and Cash Equivalents (est 12/31/16)	1	$9.6	100%	100%	$9.6	$9.6
Accounts Receivable trade, net of reserves	2	48.0	50%	75%	24.0	36.0
Other Accounts Receivable, supplier rebates	3	7.9	45%	65%	3.5	5.1
Inventory, net of reserves	4	140.9	10%	40%	14.1	56.4
Other Current Assets	5	18.4	2%	5%	0.4	1.0
Net Fixed Assets	6	41.0	10%	20%	4.1	8.2
Proceeds of Liquidation		$265.8	21.0%	43.7%	$55.7	$116.3
Asset Sales						
Sale of Foreign Businesses	7	$2.5	3.0x	10.0x	$7.6	$25.4
Proceeds of Asset Sales					$7.6	$25.4
Total Proceeds					$63.3	$141.6
Cash Flows Associated with Liquidation						
Cash flow from operations during wind down	8				$32.7	$50.5
Payroll / Overhead Costs	9				(21.6)	(16.3)
Wind-down Operating Expenses	10				(3.3)	(2.5)
Professional and Trustee Fees	11				(5.7)	(4.3)
Total Cash Flows Associated with Liquidation					$2.0	$27.4
Cash Available For Distribution					$65.4	$169.1

DISTRIBUTION ANALYSIS SUMMARY

($ in Millions)	Note	Est. Recovery $ Low	Est. Recovery $ High
Carve Out Claims	12	$1.9	$1.9
Hypothetical Recovery to Carve Out Claims		100%	100%
Proceeds Available after Carve Out Claims		$63.5	$167.2
DIP Claims	13	$35.0	$35.0
Hypothetical Recovery to DIP Claims		100%	100%
Proceeds Available after DIP Claims		$28.5	$132.2
1st Lien Senior Secured and Revolver Claims	14	$424.2	$424.2
Hypothetical Recovery to 1st Lien and Revolver Claims		6%	31%
Proceeds Available after 1st Lien Claims		$0.0	$0.0
Other Secured Claims	15	$1.8	$1.8
Hypothetical Recovery to Other Secured Claims		100%	100%
Proceeds Available after Other Secured Claims		$0.0	$0.0
General Unsecured Claims	16	$192.5	$192.5
Hypothetical Recovery to General Unsecured Claims		0%	0%
Proceeds Available after General Unsecured Claims		$0.0	$0.0
Proceeds Available to Pay General Unsecured Claims		$0.0	$0.0
Carve Out Claims Recovery		$1.9	$1.9
DIP Claims Recovery		35.0	35.0
1st Lien and Revolver Claims Recovery		26.6	130.3
Other Secured Claims Recovery		1.8	1.8
General Unsecured Claims Recovery		0.0	0.0
Total Recovery		$65.4	$169.1

Notes to Liquidation Analysis

[1] As of December 31, 2016, the Debtors are estimated to have $9.6 million in cash in their bank accounts based on the Debtors' DIP budget. For the purposes of this Liquidation Analysis only, this cash is assumed to be 100% available to the Trustee.

[2] As of November 6, 2016, the Debtors held trade accounts receivable of $48.0 million, which consist of disputed and undisputed claims. For the purposes of this Liquidation Analysis only, these receivables are assumed to be 50% to 75% collectable by the Trustee.

[3] As of November 6, 2016, the Debtors held other accounts receivable of $7.9 million, which primarily consist of accrued supplier rebates. For the purposes of this Liquidation Analysis only, these receivables are assumed to be 45% to 65% collectable by the Trustee.

[4] As of November 6, 2016, the Debtors held inventory of $140.9 million, which primarily consists of transmission rebuild kits, torque converters, driveline parts, hard parts, and valve bodies. For the purposes of this Liquidation Analysis only, inventory is assumed to be liquidated by the Trustee for a value of approximately 10% to 40% of its value on the Debtors' books and records.

[5] As of November 6, 2016, the Debtors held other assets of $18.4 million. Other assets consist primarily of core deposits and prepaid amounts related to acquired software. For the purposes of this Liquidation Analysis only, other assets are assumed to be liquidated by the Trustee for a value of approximately 2% to 5% of their value on the Debtors' books and records.

[6] As of November 6, 2016, the Debtors held net fixed assets of $41.0 million, which primarily consist of machinery, equipment, computer equipment, and real estate. For the purposes of this Liquidation Analysis only, fixed assets are assumed to be liquidated by the Trustee for a value of approximately 10% to 20% of their value on the Debtors' books and records.

[7] As of November 6, 2016, the Debtors had fully-owned foreign subsidiaries that are forecasted to produce $2.5 million in Adjusted EBITDA in 2016. These foreign businesses included King-O-Matic Industries, Ltd. and Trans Mart, Inc. For the purposes of this Liquidation Analysis only, these foreign subsidiaries are assumed to be sold by the Trustee for 3x to 10x their annual EBITDA.

[8] Cash flows from operations are based on the Debtors' DIP budget cash flows. This budget assumes a Ch. 11 scenario with an Effective Date of January 27, 2017. The cash flows are extended for a period ending June 30, 2017 and adjusted for the impact the liquidation will have on both cash receipts and spending. In both the low and high recovery scenarios, no unsecured trade claims are paid during the liquidation. In the low recovery scenario, cash receipts and spending are both reduced by 65%. In the high recovery scenario, cash receipts and spending are reduced by 60% and 70%, respectively.

[9] Payroll estimates are based on the Debtor's DIP budget cash flows. This budget assumes a Ch. 11 scenario with an Effective Date of January 27, 2017. The payroll estimates are extended for a period ending June 30, 2017 and adjusted for the impact the liquidation will have. The payroll estimates in the low and high scenarios have been reduced by 60% and 70%, respectively.

[10] Estimates of the wind-down operating expenses incurred are based on the various clean-up, closure, environmental, fees and other expenses that will occur over the liquidation process. The total estimated wind-down expenses in the low and high scenario are expected to be $3.3 and $2.5 million, respectively.

[11] Estimates of professional and Trustee fees are based on the various legal, advisors, appraisal and accounting fees that will occur over the liquidation process. The total estimated professional and Trustee fees in the low and high scenario are expected to be $4.8 and $3.6 million, respectively.

[12] Carve Out Claims represent the estimated incurred and unpaid professional fees of $1.9M at December 31, 2016 relating to the pre-conversion chapter 11 period as set forth in the Debtors' DIP budget. The Carve Out Claims are considered administrative expenses and the Debtors expect such amounts will be paid out ahead of secured claims under the terms of the DIP Order.

[13] DIP Claims are estimated at an approximate principal amount of $35 million at December 31, 2016 based on the Debtors' DIP budget. The DIP Claims will be secured by super-priority liens on, among other things, the Company's accounts, inventory, deposit accounts and all cash, and thus would require repayment from the proceeds of such collateral before funds could be distributed to more junior creditors.

[14] As of November 6, 2016, the First Lien Credit Agreement Claims were in the amount of $424.0 million, inclusive of $403.9 million in principal and $20.1 million accrued interest. For the purposes of this Liquidation Analysis only, holders of First Lien Credit Agreement Claims would be expected to have a recovery rate of between 6% and 31%.

[15] As of November 6, 2016, the Other Secured Claims were in the amount of $1.8 million. These claims represent capital leases which have a first priority lien on the equipment. For the purposes of this Liquidation Analysis only, holders of Other Secured Claims are expected to experience recovery based on the sale of the net fixed assets.

[16] As of November 6, 2016, the General Unsecured Claims were in the amount of $192.5 million, including (a) $183.3 million in Second Lien Credit Agreement Claims, inclusive of $170.0 million in principal and $13.3 million accrued interest and (b) $9.2 million in other General Unsecured Claims. For the purposes of this Liquidation Analysis only, holders of General Unsecured Claims are not expected to receive any recovery.

EXHIBIT 5

Projected Financial Information

Scope of Financial Projections

These Financial Projections ("Projections") were prepared in connection with the filing of the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (the "**Plan**"[1]) and its accompanying Disclosure Statement. The Projections are based on the assumption that the Effective Date will occur on or about January 27, 2017. If the Effective Date is significantly delayed, the Debtors may incur additional expenses, including professional fees, which may negatively impact operating results. The Projections also assume that the Reorganized Debtors will continue to conduct operations in substantially the same manner as they currently operate.

The Projections have been prepared by the Debtors' management and have not been reviewed or audited by an outside accounting firm. The Projections do not fully reflect the application of "fresh start" accounting. Any formal "fresh start" reporting adjustments that may be required in accordance with Statement of Position 90-7 Financial Reporting by Entities in Reorganization under the Bankruptcy Code, including any allocation of the Debtors' reorganization value to the Debtors' assets in accordance with the procedures specified in Financial Accounting Standards Board Statement 141, will be made after the Debtors emerge from bankruptcy. "Fresh start" accounting could have a material impact on the projected values of assets and liabilities and result in a material change to the projected amortization and depreciation expense.

The Projections include the (i) Projected Consolidated Income Statement of the Reorganized Debtors, (ii) Projected Consolidated Balance Sheet of the Reorganized Debtors, and (iii) Projected Consolidated Cash Flow Statement of the Reorganized Debtors.

KEY ASSUMPTIONS TO FINANCIAL PROJECTIONS

Methodology

The Debtors' current business plan incorporates assumptions related to certain economic and business conditions for the forecast period of 2016-2019. These assumptions are based upon historic seasonality and industry experience.

The Projections represent selected income statement, balance sheet and cash flow accounts from 2016 through 2019 and are summarized into the three main business segments (Driveline Distribution, Transtar Autobody Technologies and Alma/Atco).

ASSUMPTIONS

A. General Methodology: The Projections were developed on a bottom-up basis and incorporate multiple sources of information including general business and economic conditions as well as industry and competitive trends.

B. Net Sales: Net Sales are projected based upon historical transaction volume and realized revenue figures. They are generated through the Debtors' operating plan and management's long-term strategy for the Company.

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[1] Any terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

C. Cost of Goods Sold: Cost of goods sold are estimated based on the Debtors' sales forecast and historical costs. They are adjusted for anticipated price modifications.

D. Total Rebates: Comprised of both vendor term discounts and purchase volume driven rebates. Total rebates are shown as a reduction to cost of goods sold and are projected based on sales levels, planned changes in inventory levels, and management's purchasing strategy.

E. Operating Expenses: Comprised of various selling, warehousing, building, freight/delivery and general and administrative expenses. These expenses are developed based on the current spending levels, adjusted for the planned capital investments in the business. A portion of these expenses are fixed, and a portion are variable and thus flex with the projected revenue growth of the company.

F. Other Income / (Expense): These represent expenses that are permitted to be adjusted or "added back" to arrive at Adjusted EBITDA per the applicable credit agreement. These represent primarily professional services or other expenses deemed one time or non-recurring in nature.

G. Taxes: Taxes are projected based on the Debtors' historical tax rates and current net operating loss carryforwards. The net operating loss carryforward does not reflect any potential impact for the new capital structure or "fresh start" accounting. The Debtors are not expected to be in a position that they is required to pay federal income taxes during the periods modeled, based on their existing NOL position and their projected net income. The model projects a nominal amount of state and local income taxes to be paid during the forecast period.

H. Depreciation & Amortization: Comprised of straight-line depreciation and amortization of the Debtors' fixed assets, goodwill and intangible asset and adjusted for various additions based on management's capital expenditure plan. These amounts will likely be reset and modified based on "fresh start accounting," which will require a revaluation of both tangible and intangible assets.

I. Interest Expense: Interest Expense is estimated based on the Debtors' current and anticipated capital structure.

J. Cash: Cash is estimated based on the estimated cash flows from the Debtors' operations, investing and financing.

K. Accounts Receivable: Accounts Receivable are estimated based upon the Debtors' projected sales levels, stated payment terms, historical customer payment trends, and any planned working capital improvement initiatives.

L. Inventory: Inventory is estimated based on historical trends and tied to management's revenue plan and growth strategies.

M. Prepaid Expenses and Other Current Assets: These are estimated based on historical trends.

N. PP&E, Net: Property, plant and equipment is estimated based on the annual capital expenditure budget that aligns with management's growth strategies.

O. Goodwill & Intangibles, Net: Goodwill and Intangibles have been estimated based on the historical amortization rates. Any potential impact of "fresh start" accounting is not reflected in the estimates.

P. Deferred Financing Fees: Deferred financing fees are amortized to interest expense over the life of the agreement. The amounts capitalized and thus the related interest expense will likely be impacted by the debt restructuring and the fresh start accounting.

Q. Other Assets: These are estimated based on historical trends.

R. Accounts Payable: Accounts payable are estimated based upon the projected sales levels and the resultant GOGS, stated payment terms, historical Transtar payment trends, and any planned working capital improvement initiatives. Purchase discounts are incorporated into the estimate, and AP levels are expected to return to more typical historical levels going forward.

S. Accrued Expenses: Accrued expenses are forecasted based on historical trends and the Debtors' operating plan.

T. Accrued Interest: Accrued interest is forecasted based on the current and anticipated capital structure along with the timing of the cash interest payments.

U. Capital Structure: The Reorganized Debtors' capital structure was estimated based on the terms set forth in the Plan.

V. Other Long-Term Liabilities: These are estimated based on historical trends. Any potential impact of "fresh start" accounting is not reflected in the estimates.

Transtar Holding Company
Financial Statements
For the years ended 2016, 2017, 2018 and 2019

Income Statement $ in Millions	**Forecast 2016**	**Forecast 2017**	**Forecast 2018**	**Forecast 2019**
Net Sales				
Driveline Distribution	$440.7	$419.5	$443.8	$479.9
Transtar Autobody Technologies	47.2	47.4	51.7	57.4
Alma / Atco	41.6	34.2	34.3	35.2
Total Net Sales	**$529.6**	**$501.1**	**$529.8**	**$572.6**
Cost of Goods Sold				
Driveline Distribution	$290.2	$273.9	$285.9	$306.3
Transtar Autobody Technologies	21.6	21.1	22.8	25.7
Alma / Atco	43.9	32.7	32.1	32.1
Total Cost of Goods Sold	**$355.7**	**$327.8**	**$340.7**	**$364.0**
% Margin	*67.2%*	*65.4%*	*64.3%*	*63.6%*
Gross Profit				
Driveline Distribution	$150.5	$145.6	$157.9	$173.6
Transtar Autobody Technologies	25.7	26.2	28.9	31.8
Alma / Atco	(2.3)	1.5	2.2	3.2
Total Gross Profit	**$173.9**	**$173.3**	**$189.0**	**$208.5**
% Margin	*32.8%*	*34.6%*	*35.7%*	*36.4%*
Operating Expenses				
Driveline Distribution	$136.5	$139.7	$145.6	$151.6
Transtar Autobody Technologies	15.6	17.1	18.4	19.6
Alma / Atco	3.8	3.6	3.7	3.8
Total Operating Expenses	**$156.0**	**$160.4**	**$167.7**	**$175.0**
% Margin	*29.5%*	*32.0%*	*31.7%*	*30.6%*
Operating Profit				
Driveline Distribution	$13.9	$5.9	$12.3	$22.0
Transtar Autobody Technologies	10.0	9.2	10.4	12.2
Alma / Atco	(6.1)	(2.1)	(1.4)	(0.6)
Total Operating Profit	**$17.9**	**$13.0**	**$21.4**	**$33.6**
% Margin	*3.4%*	*2.6%*	*4.0%*	*5.9%*
Other Income / (Expense)	($32.2)	($15.6)	($5.2)	($4.2)
Amortization Expense	(42.3)	(42.7)	(42.7)	(42.7)
Interest Expense	(43.6)	(25.8)	(25.1)	(23.0)
Total Other Income / (Expense)	**(118.0)**	**(84.1)**	**(73.0)**	**(69.9)**
Pre-Tax Profit	**($100.1)**	**($71.1)**	**($51.7)**	**($36.3)**
Taxes	$0.4	$0.6	$0.6	$0.6
Profit After Taxes	**($100.6)**	**($71.8)**	**($52.3)**	**($36.9)**
Taxes	0.4	0.6	0.6	0.6
Depreciation	7.2	7.1	6.9	7.1
Amortization	42.3	42.7	42.7	42.7
Interest	43.6	25.8	25.1	23.0
Adjustments	32.2	15.6	5.2	4.2
Adjusted EBITDA	**$25.1**	**$20.1**	**$28.3**	**$40.7**

Transtar Holding Company
Financial Statements
As of December 31, 2016, 2017, 2018 and 2019

Balance Sheet $ in Millions	**Forecast 2016**	**Forecast 2017**	**Forecast 2018**	**Forecast 2019**
Assets				
Cash	$13.0	$26.1	$19.6	$23.1
Accounts Receivable	59.3	59.6	63.3	63.8
Inventory	149.1	149.0	151.2	155.9
Prepaid Expense and Other Current Assets	17.7	17.8	17.8	17.8
Total Current Assets	**$239.1**	**$252.5**	**$251.8**	**$260.6**
PP&E, Net	41.1	40.7	41.1	42.0
Goodwill & Intangibles, Net	338.4	295.6	252.9	210.2
Deferred Financing Fees	8.2	4.1	0.8	-
Other Assets	6.4	6.4	6.4	6.4
Total Assets	**$633.2**	**$599.3**	**$552.9**	**$519.1**
Liabilities				
Revolver	$45.6	$0.0	$0.0	$0.0
Accounts Payable	18.2	25.4	27.0	27.2
Accrued Expenses	33.8	32.7	31.0	31.9
Accrued Interest	26.6	0.4	0.4	0.4
Total Current Liabilities (excl. CPLTD)	**$124.2**	**$58.5**	**$58.5**	**$59.5**
DIP / SSTL, Net OID	$35.0	$60.6	$61.3	$62.0
1st Lien Debt	358.5	200.0	200.0	195.8
Unsecured PIK Notes	-	64.8	70.0	75.6
2nd Lien Debt	170.0	-	-	-
Other Long-Term Liabilities	46.7	45.7	45.7	45.7
Total Liabilities	**$734.5**	**$429.6**	**$435.5**	**$438.6**
Total Stockholder's Equity	($101.3)	$169.8	$117.5	$80.5
Total Liabilities & Equity	**$633.2**	**$599.3**	**$552.9**	**$519.1**

Transtar Holding Company
Financial Statements
For the years ended 2016, 2017, 2018 and 2019

Cash Flow Statement $ in Millions	**Forecast 2016**	**Forecast 2017**	**Forecast 2018**	**Forecast 2019**
Net Income	($100.6)	($71.8)	($52.3)	($36.9)
Depreciation	7.2	7.1	6.9	7.1
Amortization	42.3	42.7	42.7	42.7
Amortization Deferred Financing Fees & OID	4.0	4.8	4.1	1.5
Accounts Receivable	12.4	(0.4)	(3.6)	(0.6)
Inventory	2.3	0.1	(2.2)	(4.7)
Prepaid Expense and Other Assets	(11.8)	(0.0)	-	(0.0)
Accounts Payable	(17.9)	7.1	1.7	0.1
Accrued Expenses	1.9	(1.2)	(1.7)	0.9
Accrued Interest	26.2	(26.1)	(0.0)	(0.0)
Change in Working Capital	$13.1	($20.4)	($5.9)	($4.2)
Cash Flow from Operations	**($34.1)**	**($37.6)**	**($4.4)**	**$10.2**
Capital Expenditures	($5.1)	($6.6)	($7.3)	($8.0)
Cash Flow from Investing	**($5.1)**	**($6.6)**	**($7.3)**	**($8.0)**
Revolver Borrowing/(Paydown)	($0.4)	$0.0	$0.0	$0.0
Capital Infusion	3.5	2.5	-	-
Net Issurance of Debt and Capital Leases	33.9	54.9	5.2	1.4
Cash Flow from Financing	**$37.0**	**$57.4**	**$5.2**	**$1.4**
Currency Translation	$0.5	$0.0	$0.0	$0.0
Beginning Cash Balance	$14.7	$13.0	$26.1	$19.6
Change in Cash	(1.7)	13.1	(6.5)	3.6
Ending Cash Balance	**$13.0**	**$26.1**	**$19.6**	**$23.1**