UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
DACCO Transmission Parts (NY), Inc., et al.,[1]	:	Case No. 16-13245 (MKV)
Debtors.	:	(Jointly Administered)

AMENDED DISCLOSURE STATEMENT FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS

Dated: New York, New York
February 21, 2017

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

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

ON THE PETITION DATE, THE DEBTORS FILED THE *JOINT PREPACKAGED PLAN OF REORGANIZATION FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS* (THE "ORIGINAL PLAN" AND, AS MODIFIED, SUPPLEMENTED AND AMENDED, THE "PLAN") AND THE *SOLICITATION AND DISCLOSURE STATEMENT FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS* (THE "ORIGINAL DISCLOSURE STATEMENT" AND, AS MODIFIED, SUPPLEMENTED AND AMENDED, THE "DISCLOSURE STATEMENT").

PRIOR TO THE PETITION DATE, THE DEBTORS SOLICITED ACCEPTANCE OF THE PLAN FROM HOLDERS OF FIRST LIEN CREDIT AGREEMENT CLAIMS. ON DECEMBER 6, 2016, THE DEBTORS FILED THE DECLARATION OF JAMES DALOIA OF PRIME CLERK LLC, THEIR ADMINISTRATIVE ADVISOR (THE "VOTING DECLARATION"), CERTIFYING THAT MORE THAN 99% IN NUMBER OF HOLDERS OF FIRST LIEN CREDIT AGREEMENT CLAIMS, REPRESENTING MORE THAN 98% IN AMOUNT OF SUCH CLAIMS, VOTED TO ACCEPT THE PLAN.

ON FEBRUARY 21, 2017, THE DEBTORS FILED THE *AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS* (THE "AMENDED PLAN"). THE DEBTORS ARE PROVIDING THIS *AMENDED DISCLOSURE STATEMENT FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS* (THE "AMENDED DISCLOSURE STATEMENT") TO CONFORM THE DISCLOSURE STATEMENT TO THE AMENDMENTS MADE TO THE PLAN, AND TO PROVIDE PARTIES IN INTEREST WITH INFORMATION REGARDING DEVELOPMENTS IN THESE CHAPTER 11 CASES SINCE THE PETITION DATE. THE 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. ON MARCH 21, 2017, THE DEBTORS EXPECT TO SEEK AN ORDER OF THE BANKRUPTCY COURT APPROVING THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, APPROVING THE SOLICITATION OF VOTES FOR THE PLAN AND CONFIRMING THE PLAN. YOU ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY.

On November 20, 2016 (the "Petition Date") Speedstar Holding Corporation ("Speedstar"), Transtar Holding Company ("Transtar") and certain of their direct and indirect domestic subsidiaries, as the above-captioned debtors and debtors in possession (collectively, the "Debtors" or, prior to the bankruptcy filing, the "Company"), commenced the above-captioned cases (the "Reorganization Cases") 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").

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. The Debtors expect to obtain an order of the Bankruptcy Court approving this Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code and determining that the solicitation of votes to accept or reject the Plan was in compliance with section 1126(b) of the Bankruptcy Code, likely at a combined hearing on the adequacy of the Disclosure Statement and confirmation of the Plan. All capitalized terms in this Disclosure Statement not otherwise defined herein have the meanings given to them in the Plan, attached hereto as Exhibit 1.

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 PLAN.

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

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all holders of Claims against, and holders of Interests in, the Debtors (including, without limitation, those holders of Claims who did not submit Ballots to accept or reject the Plan or who were not entitled to vote on the Plan) will be bound by the terms of the 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 Debtors, their business operations or the value of their assets.

The Debtors urge you to read this Disclosure Statement carefully for a discussion of recovery information, classification of Claims, the Debtors' businesses, properties and results of operations, historical and projected financial results and a summary and analysis of the Plan.

The 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 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 Debtors should evaluate the Plan in light of the purposes for which it was prepared.

This Disclosure Statement contains only a summary of the Plan. This Disclosure Statement is not intended to replace the careful and detailed review and analysis of the Plan and related documents, only to aid and supplement such review. This Disclosure Statement is qualified in its entirety by reference to the 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 Plan and this Disclosure Statement, the provisions of the Plan will govern. You are encouraged to review the full text of the Plan and the Plan Documents and to read carefully the entire Disclosure Statement, including all exhibits to each such document.

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 Plan, the solicitation of votes on the Plan and the transactions contemplated by the 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 Debtors.

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 Debtors expect, believe or anticipate will or may occur in the future are forward-looking statements including, without limitation, the statements about the Debtors' plans, objectives, strategies and prospects regarding, among other things, the Debtors' financial condition, results of operations and business. The Debtors have 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

Debtors and are subject to uncertainties and factors relating to the Debtors' operations, business environment, and discussions with creditors. All such matters are difficult to predict and many are beyond the Debtors' control and could cause the Debtors' actual results to differ materially from those matters expressed or implied by forward-looking statements. Many factors mentioned in the Debtors' discussion in this Disclosure Statement will be important in determining future results. Although the Debtors believe that the expectations reflected in these forward-looking statements are reasonable, the Debtors cannot guarantee future results, levels of activity, performance or achievements. The Debtors' plans and objectives are based, in part, on assumptions involving the Debtors continuing as a going concern and executing the Debtors' stated business plan and objectives. Forward-looking statements (including oral representations) are only predications or statements of current plans, which the Debtors review continuously. They can be affected by inaccurate assumptions the Debtors might make or by known or unknown risks and uncertainties, including, among other things, risks associated with:

- **servicing and refinancing the Debtors' substantial indebtedness;**
- **restrictions in connection with the Debtors' 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 Debtors' ability to consummate the Plan;**
- **the impact of the Plan on the Debtors' operations, credibility and valued relationships;**
- **the uncertainty surrounding the Plan, if effected, including the Debtors' 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 Plan.**

Because the Debtors' actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements, the Debtors 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 Debtors' 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 Debtors do 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.

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

- Amended Plan (Exhibit 1);
- Prepetition Organizational Chart (Exhibit 2);
- Liquidation Analysis (Exhibit 3); and
- Reorganized Debtors' Projected Financial Information (Exhibit 4).

ARTICLE I.

INTRODUCTION

1.1 *General.*

The Debtors are providing this Amended Disclosure Statement to conform the Original Disclosure Statement that was transmitted pursuant to section 1125 of the Bankruptcy Code in connection with the Company's solicitation of votes to confirm the Plan to the amendments made in the Amended Plan, and to provide parties in interest with information regarding developments in the Reorganization Cases since the Petition Date.

All Plan Documents are subject to further 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: (a) regarding the history of the Debtors and their businesses; (b) concerning the Plan; and (c) advising the holders of Claims and Interests of their rights under the Plan. The overall purpose of the Plan is to de-lever the Debtors' balance sheet and better position the Debtors to compete in the automobile parts manufacturing and distribution industries.

Additional copies of this Disclosure Statement (including the Exhibits hereto) are available upon request made to the Debtors' administrative advisor, Prime Clerk LLC, at the following address:

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)

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/transtar/.

1.2 *The Confirmation Hearing.*

A hearing to approve the 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 (the "**Confirmation Hearing**" or "**Combined Hearing**") was rescheduled from its original date of January 24, 2017 to March 8, 2017, and a notice of rescheduled Confirmation Hearing was mailed to parties on or before January 5, 2017.

The Confirmation Hearing is expected to be rescheduled again to March 21, 2017, and a new notice will be provided of this date.

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 Rescheduling Notice by March 8, 2017 at 4:00 p.m. (prevailing Eastern Time).

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 applicable 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 Debtors, 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	Impaired	Entitled to Vote
Class 1A	First Lien Credit Agreement Claims	Yes	Yes
Class 1B	Non-Crossover Second Lien Credit Agreement Claims	Yes	Entitled to change vote[2]
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4A	Electing Ordinary Course General Unsecured Claims	No	No (Deemed to accept)
Class 4B	Other 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. Holders of claims or equity interests that are unimpaired under a chapter 11 plan are deemed to have accepted such plan and are not entitled to vote to accept or reject the proposed plan. Conversely, holders of claims or equity interests in certain impaired classes, including classes in which the holders of such claims or interests will not receive or retain any property on account of their claims or interests, may be deemed to have voted to reject the chapter 11 plan and, thus, may not be entitled to vote on such plan.

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[2] Non-Crossover Second Lien Credit Agreement Claims were included in Class 4 under the Original Plan and were deemed to have voted to reject the Original Plan. On February 10, 2017, the Debtors filed a motion (the "Vote Modification Motion") asking the Bankruptcy Court to establish a date by which Non-Crossover Second Lien Lenders may change their vote on the Plan.

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 in dollar amount and more than one-half in number of the claims that cast ballots for acceptance or rejection of the chapter 11 plan. 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.

- First Lien Credit Agreement Claims (Class 1A) are impaired, will receive a distribution on account of such Claims to the extent provided in the Plan and were entitled to vote to accept or reject the Plan. On December 6, 2016, the Debtors filed the Voting Declaration, certifying that more than 99% in number of holders of First Lien Credit Agreement Claims, representing more than 98% in amount of such claims, voted to accept the Plan.

- Non-Crossover Second Lien Credit Agreement Claims (Class 1B) are impaired and will receive a distribution on account of such Claims to the extent provided in the Plan. Under the Original Plan, Non-Crossover Second Lien Credit Agreement Claims were included the class of General Unsecured Claims (Class 4) that was deemed to have voted to reject the Plan. On February 10, 2017, the Debtors filed the Vote Modification Motion asking the Bankruptcy Court to establish a date by which Non-Crossover Second Lien Lenders may change their vote on the Plan.

- Other Secured Claims (Class 2), Other Priority Claims (Class 3), Electing Ordinary Course General Unsecured Claims (Class 4A), Intercompany Claims (Class 5) and Intercompany Interests (Class 6) are unimpaired and, as a result, holders of such Claims are deemed to have accepted the Plan and were not entitled to vote to accept or reject the Plan.

- Holders of other General Unsecured Claims (Class 4B) and Existing Interests (Class 7) are deemed by the Debtors to have rejected the Plan and were not entitled to vote to accept or reject the Plan.

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.

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 Debtors, 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 Debtors, their 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 1A	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) 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. Such claims shall be exchanged at a ratio of $1 of Exchanged First Lien Credit	Impaired	Voted	$424,600,000

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
		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.			
Class 1B	Non-Crossover Second Lien Credit Agreement Claims	On the Effective Date, or as soon thereafter as is practicable, each holder of a Non-Crossover Second Lien Credit Agreement Claim that has timely made the representations and warranties set forth in Section 5.2 of the Plan shall receive its Pro Rata share of the Non Crossover Second Lien Credit Agreement Claims Distribution. The Non-Crossover Second Lien Credit Agreement Claims Distribution shall be made to the Second Lien Credit Facility Agent on the Effective Date, and the Second Lien Credit Facility Agent shall first pay the Second Lien Fees from such Non-Crossover Second Lien Credit Agreement Claims Distribution and then distribute the remainder of such distribution solely to Non-Crossover Second Lien Lenders on a Pro Rata basis. To the extent that any Non-Crossover Second Lien Lender is party to a pending trade confirmation, agreement or similar arrangement pursuant to which such person or entity was entitled to acquire Second Lien Obligations as of January 8, 2017, distributions shall be made by the Second Lien Credit	Impaired	Entitled to change vote	$110,700,000

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
		Facility Agent directly to such Non-Crossover Second Lien Lender on account of such Second Lien Obligations to be acquired pursuant to such pending trade confirmation, agreement or arrangement in accordance with the terms thereof.			
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	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	Deemed to accept	$3,600,000
Class 4A	Electing Ordinary Course General Unsecured Claims	The legal, equitable, and contractual rights of holders of Electing Ordinary Course General Unsecured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Electing Ordinary Course General Unsecured Claim agrees to different treatment, on and after the Effective Date, the Reorganized Debtors shall pay each Electing Allowed Ordinary Course General Unsecured Claim in the ordinary course of business.	Unimpaired	Deemed to accept	$9,300,000

Class	Claims and Interests	Treatment	Status	Voting Rights	Estimated Allowed Amount
Class 4B	Other General Unsecured Claims	Except to the extent that a holder of an Other General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of Other General Unsecured Claims shall receive their Pro Rata share of $500,000.	Impaired	Deemed to reject	$13,400,000
Class 5	Intercompany Claims	Each Intercompany Claim shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.	Unimpaired	Deemed to accept	$2,000,000
Class 6	Intercompany Interests	Intercompany Interests shall either be Reinstated or cancelled in the Reorganized Debtors' discretion.	Unimpaired	Deemed to accept	N/A
Class 7	Existing Interests	Existing Interests shall be cancelled on the Effective Date.	Impaired	Deemed to reject	N/A

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 transmission and drivetrain products. 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 broadened the scope of the Company's business and products and enhanced its capability as the complete aftermarket transmission solutions provider.

Today, the Company's expansive distribution network includes over 70 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 70 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 40 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 a 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 70 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 employed 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 currently is scheduled to expire on April 30, 2018. The Local 2409 CBA has been effective since March 18, 2014 and currently is scheduled to expire on March 19, 2018.

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

(a) First Lien Credit Facility.

The Company is a borrower under: (i) 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 (ii) 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 Petition Date, there was approximately $358 million in principal outstanding and $18.3 million 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 First Lien Revolving Credit 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 First Lien Revolving Credit 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: (i) Speedstar and Transtar, as borrowers; (ii) the other Debtors, as guarantors; (iii) the lenders party thereto from time to time; and (iv) Royal Bank of Canada, as administrative agent and collateral agent (the "**Second Lien Credit Agreement**").

As of the Petition Date, there was 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 ("**FFL**"), 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 THE REORGANIZATION CASES

Due to, among other things, higher than anticipated difficulty related to the integration of the newly acquired ETX 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 that 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 Company determined that seeking a reorganization of their operations under chapter 11 protection would be in the best long-term interests of the Company and its stakeholders.

After good faith, arm's-length negotiations, on November 18, 2016, the Company entered into that certain Restructuring Support Agreement (the "**Original Restructuring Support Agreement**") with: (a) First Lien Lenders holding approximately 98.8% of outstanding First Lien Credit Agreement Claims as of the Petition Date (the "**Consenting First Lien Lenders**"); and (b) FFL, funds managed by FFL that hold equity interests in Speedstar, the general partner of such funds and their affiliates (collectively, the "**Majority Equity Holder**").

Pursuant to the Original Restructuring Support Agreement, the Consenting First Lien Lenders agreed to, among other things, vote all of their Claims in favor of the Plan. Each of the parties to the Original 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 Original Restructuring Support Agreement had not yet been terminated. The Original Restructuring Support Agreement contained certain restructuring milestones relating to the Company's then potential bankruptcy cases, including, without limitation, that (a) prior to a date that was 35 business days after the Petition Date, the Bankruptcy Court would have entered the Confirmation Order and (b) prior to a date that 50 business days after the Petition Date, the Plan would have been consummated.

Each of the parties to the Original Restructuring Support Agreement had agreed that, unless the Original Restructuring Support Agreement was terminated in accordance with the terms thereof, it would not: (a) take any action inconsistent with, or that would materially delay or impede approval, confirmation or consummation of the Plan; or (b) 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 Original Restructuring Support Agreement required 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 required the Company or its board of directors to terminate the Company's obligations under the Restructuring Support Agreement, they were permitted to do so without incurring any liability to the Consenting First Lien Lenders, provided, that the Company was not permitted to review or discuss proposals from third parties or terminate the Original Restructuring Support Agreement on account of its fiduciary obligations for 14 days following its execution of the agreement.

As described in more detail below, the Original Restructuring Support Agreement was amended by that certain Amendment to Restructuring Support Agreement, dated as of February 10, 2017 (the "**Amended Restructuring Support Agreement**" and, together with the Original Restructuring Support Agreement, the "**Restructuring Support Agreement**"). The Amended Restructuring Support Agreement is supported by the Consenting Second Lien Lenders and, among other revisions, extends the milestones discussed above.

ARTICLE V.

PREPETITION SOLICITATION OF THE PLAN

Chapter 11 of the Bankruptcy Code provides that, unless the terms of section 1129(b) of the Bankruptcy Code are satisfied, 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 before the Bankruptcy Court may confirm the Plan. An impaired Class of Claims shall have accepted the Plan if (a) the holders of at least two-thirds 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 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 recommended 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 supported the Plan and urged the holders of Claims entitled to vote on the Plan to accept and support it.

On December 6, 2016, the Debtors filed the Voting Declaration, certifying that more than 99% in number of holders of First Lien Credit Agreement Claims, representing more than 98% in amount of such claims, voted to accept the Plan. In addition, pursuant to the Restructuring Support Agreement, the Consenting Second Lien Lenders agreed to change their prior deemed votes rejecting the Plan to votes accepting the Plan, in accordance with any procedures that the Bankruptcy Court may establish. On February 10, 2017, therefore, the Debtors filed the Vote Modification Motion asking the Bankruptcy Court to establish a date by which all Non-Crossover Second Lien Lenders, including the Consenting Second Lien Lenders, may change their vote on the Plan.

ARTICLE VI.

THE PLAN

6.1 *Background Regarding Chapter 11.*

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 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 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 1A—First Lien Credit Agreement Claims.

The Claims in Class 1A 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) 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 1A is Impaired. Therefore, holders of Allowed First Lien Credit Agreement Claims were entitled to vote to accept or reject by the Plan.

(2) Class 1B—Non-Crossover Second Lien Credit Agreement Claims

The Claims in Class 1B consist of any Second Lien Credit Agreement Claim of any Non-Crossover Second Lien Lender.

Treatment: On the Effective Date, or as soon thereafter as is practicable, each holder of a Non-Crossover Second Lien Credit Agreement Claim shall receive its Pro Rata share of the Non-Crossover Second Lien Credit Agreement Claims Distribution. For the avoidance of doubt, holders of Second Lien Credit Agreement Claims other than Non-Crossover Second Lien Credit Agreement Claims shall be deemed to have waived such Claims pursuant to the Restructuring Support Agreement and shall not receive any recovery under the Plan on account of such Claims.

The Non-Crossover Second Lien Credit Agreement Claims Distribution shall be made to the Second Lien Credit Facility Agent on the Effective Date, and the Second Lien Credit Facility Agent shall first pay the Second Lien Fees from such Non-Crossover Second Lien Credit Agreement Claims Distribution and then distribute the remainder of such distribution solely to Non-Crossover Second Lien Lenders on a Pro Rata basis. To the extent that any Non-Crossover Second Lien Lender is party to a pending trade confirmation or other similar agreement or arrangement pursuant to which such person or entity was entitled to acquire Second Lien Obligations as of January 8, 2017, distributions shall be made by the Second Lien Credit Facility Agent directly to such Non-Crossover Second Lien Lender on account of such Second Lien Obligations to be acquired pursuant to such pending trade confirmation, agreement or arrangement in accordance with the terms thereof.

As a condition to the receipt of such distribution, each Non-Crossover Second Lien Lender shall execute and deliver to the Second Lien Agent and the Debtors a Non-Crossover Second Lien Lender Certification representing and warranting: (a) the total amount of Second Lien Obligations held by such Non-Crossover Second Lien Lender as of January 8, 2017 plus any Second Lien Obligations subject to any pending trade confirmations or

other similar agreements or arrangements to which such Non-Crossover Second Lien Lender was party as of January 8, 2017 and pursuant to which such Non-Crossover Second Lien Lender was to acquire Second Lien Obligations; (b) that, as of January 8, 2017, such Non-Crossover Second Lien Lender did not hold, directly or indirectly, First Lien Obligations and was not a signatory to or bound by the Restructuring Support Agreement; and (c) such Non-Crossover Second Lien Lender (i) was not, as of January 8, 2017, party to any pending trade confirmation or other similar agreement or arrangement pursuant to which such person or entity was the seller of Second Lien Obligations or (ii) to the extent such person or entity was party to a pending trade confirmation or other similar agreement or arrangement as of such date, the identity of the buyer under such trade confirmation, agreement or arrangement and the amount of Second Lien Obligations to be transferred thereunder.

The failure by any Non-Crossover Second Lien Lender to represent and warrant to the foregoing within 30 days of the Effective Date shall result in the forfeiture of such person's or entity's Pro Rata allocation of the Non-Crossover Second Lien Credit Agreement Claims Distribution, with such forfeited amount to be redistributed, on a Pro Rata basis to each other Non-Crossover Second Lien Lender in compliance with the terms of the Plan.

Any Second Lien Lender that disputes the accuracy of the Non-Crossover Second Lien Schedule shall provide notice to the Second Lien Credit Facility Agent no later than 15 days following the entry of the Confirmation Order and provide documentation supporting such Second Lien Lender's position, and the portion of the Non-Crossover Second Lien Credit Agreement Claims Distribution subject to such dispute shall be escrowed pending resolution of such dispute. The Bankruptcy Court shall retain jurisdiction to resolve any dispute regarding the accuracy and completeness of the Non-Crossover Second Lien Schedule.

Voting: Class 1B is Impaired. Under the Original Plan, Non-Crossover Second Lien Credit Agreement Claims were included in the class of General Unsecured Claims (Class 4) that was deemed to have voted to reject the Plan. On February 10, 2017, the Debtors filed the Vote Modification Motion asking the Bankruptcy Court to establish a date by which Non-Crossover Second Lien Lenders may change their deemed vote rejecting the Plan.

(3) 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 were not entitled to vote to accept or reject the Plan.

(4) 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 were not entitled to vote to accept or reject the Plan.

(5) Class 4A—Electing Ordinary Course General Unsecured Claims

The Claims in Class 4A consist of Ordinary Course General Unsecured Claims with respect to which the holder and the Debtors have made a Continuing Creditor Election.

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

Voting: Class 4A is not Impaired by the Plan and each holder of an Electing Ordinary Course General Unsecured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Electing Ordinary Course General Unsecured Claims are not entitled to vote to accept or reject the Plan.

(6) Class 4B—Other General Unsecured Claims.

The Claims in Class 4B 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 Second Lien Credit Agreement Claim, (i) an Electing Ordinary Course General Unsecured Claim, (j) a Fee Claim or (k) an Intercompany Claim. For the avoidance of doubt, no First Lien Credit Agreement Claim or Second Lien Credit Agreement Claim, including, in each case, any deficiency claim, shall be an Other General Unsecured Claim.

Treatment: Except to the extent that a holder of an Other General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of Other General Unsecured Claims shall receive their Pro Rata share of $500,000.

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

(7) 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 were not entitled to vote to accept or reject the Plan.

(8) 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 were not entitled to vote to accept or reject the Plan.

(9) 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 were 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

[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.

backstopped by one or more letters of credit from a third party issuing bank by the Debtors 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 (the "**Restructuring Term Sheet**").

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

- extending the maturity date of the First Lien Term Loan Facility to five 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);
- waiving any and all existing defaults under the First Lien Credit Agreement;
- waiving the testing of the financial covenant set forth in the First Lien Credit Agreement for the first 12 fiscal quarters after the Effective Date and adjusting the financial covenant test and financial covenant levels going forward;
- imposing a cap on certain adjustments permitted to be made to Consolidated EBITDA under the First Lien Credit Agreement;
- requiring the Loan Parties to: (a) 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; and (b) be in compliance with such covenant at all times;
- increasing 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
- including certain additional reporting requirements, as described more fully in 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.

(c) The New PIK Notes.

On the Effective Date, Reorganized Speedstar shall execute the PIK Credit Agreement with respect to the PIK Loan. The PIK Loan shall, *inter alia*: (i) have a maturity date which is five years from the Effective Date; (ii) be prepayable in whole or in part upon certain conditions in the PIK Credit Agreement; (iii) bear an interest rate of 8.75% per annum, of which 1% per annum shall be payable semi‐annually in cash and 7.75% per annum shall be payable semi‐annually in kind and automatically capitalized and added to the outstanding principal balance of the loan; 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 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 in dollar amount and more than one-half 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 4B 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 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 Non-Crossover Second Lien Credit Agreement Claims, Allowed Electing Ordinary Course General Unsecured Claims and Allowed Other General Unsecured Claims, as applicable; 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 may be converted from corporations to limited liability companies or limited partnerships on or after the Effective Date (the "**Corporate Conversion**"). In the event of a Corporate Form Election, on or after 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 actions (including those actions the Debtors or the Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or a simplification of the overall corporate structure) 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 (a) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors, and (b) 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 defined in the First Lien Credit Agreement), the First Lien Credit Facility 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 Debtors 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 Credit Facility 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: (1) effectuate all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (2) make all applicable Distributions or payments contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) 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 without the need for approval by the Bankruptcy Court, as set forth in Section 8.9(a) of the Plan. 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 8.10 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 that 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 shall 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: (i) the address of such holder on the books and records of the Debtors or their agents; or (ii) 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, that such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one 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 draft, 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 one-half will be rounded to the next higher whole number; and (ii) fractions less than one-half 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 8.9(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, and Distributions under the Plan shall be subject to all applicable tax reporting requirements. Any disbursing party making any Distribution pursuant to the Plan has the right, but not the

obligation, not to make a Distribution unless and until the applicable recipient has made arrangements satisfactory to the disbursing party for the payment of any tax obligations. Any party entitled to receive an Distribution under the Plan will be required, if so requested, to deliver to the disbursing party any tax forms, documentation or certifications that may be requested by the disbursing party to establish the amount of withholding or exemption therefrom.

(k) Exemption from Certain Transfer Taxes.

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and the Reorganized Debtors and approved by the Bankruptcy Court on or after the Confirmation Date pursuant to or in furtherance of the Plan, including: (a) the transfers effectuated under the Plan; (b) the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code; (c) 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; (d) 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; and (e) the transactions described in Section 8.1 through Section 8.5 of the Plan, 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 set-off 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 Debtors 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 execute the PIK Credit Agreement with respect to the PIK Loan. The PIK Loan shall, inter alia: (a) have a maturity date which is five years from the Effective Date; (b) be prepayable in whole or in part upon certain conditions in the PIK Credit Agreement; (c) bear an interest rate of 8.75% per annum, of which 1% per annum shall be payable semi-annually in cash and 7.75% per annum shall be payable semi-annually in kind and automatically capitalized and added to the outstanding principal balance of the loan; and (d) 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 Business Days after the later of (a) the Confirmation Order becoming a Final Order and (b) 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.

(t) Application of Distributions.

To the extent applicable, all Distributions to a holder of an Allowed Claim will apply first to the principal amount of such Claim until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date, and the remaining portion of such Distributions, if any, will apply to any interest accrued on such Claim after the Petition Date.

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 8.1 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 Second Lien Credit Facility Agent, (e) the Consenting Second Lien Lenders; (f) the Majority Equity Holder; (g) the DIP Lenders; (h) the DIP Agent; (i) the manager, management company or investment advisor of any of the foregoing; and (j) with respect to each of the foregoing entities in clauses (a) through (i), 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 Second Lien Credit Facility Agent, (d) the Consenting Second Lien Lenders; (e) the Majority Equity Holder; (f) the DIP Lenders; (g) the DIP Agent; (h) any holder of a Claim who voted to accept the Plan; (i) 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; (j) the manager, management company or investment advisor of any of the foregoing; and (k) with respect to the foregoing entities in clauses (a) through (j), 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 9.4(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: (i) 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; (ii) 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; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (iv) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

*Notwithstanding any other provision hereof, nothing in the Plan, the Confirmation Order or section 1141 of the Bankruptcy Code shall release any party from their duties and obligations under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, et seq. ("**ERISA**") or release any claim held by: (a) the Pension Benefit Guaranty Corporation ("**PBGC**"), a wholly owned United States Government corporation and an agency of the United States that administers the defined benefit pension plan termination insurance program under Title IV of ERISA; or (b)(i) the Retirement Plan for Hourly Rated Employees of Alma Products I, Inc. and (ii) the Retirement Plan of Alma Products I, Inc. (together, the "**Pension Plans**"), including any claim relating to fiduciary breach.*

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 9.4(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 9.4(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 (i) the Effective Date and (ii) 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: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) 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 (iii) 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 Other 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 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(a) 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 (1) 30 days after the determination of the Cure Amount and (2) 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:

(i) the Confirmation Order 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; shall have been entered and shall have become a Final Order and remaining in full force and effect;

(ii) 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;

(iii) the New Board shall have been appointed;

(iv) 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;

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

(vi) 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;

(vii) 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;

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

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

(x) 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

(xi) 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 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 were 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.

Debtor Alma Products I, Inc. is the contributing sponsor of the Pension Plans. Each Pension Plan is intended to be a tax-qualified defined benefit pension plan covered by Title IV of ERISA. The Debtors understand that PBGC intends to file proofs of claims (collectively, the "**PBGC Claims**") against the Debtors for: (a) the Pension Plans' underfunding on a termination basis; (b) unpaid minimum funding contributions, a portion of which the Debtors understand PBGC asserts is entitled to priority under sections 507(a)(2) or (5) of the Bankruptcy Code; and (c) unpaid premiums. The Debtors understand PBGC asserts that, in the event of a termination of the Pension Plans under 29 U.S.C. §§ 1341(c) or 1342, the Debtors and all members of the controlled group will be jointly and severally liable for the PBGC Claims pursuant to 29 U.S.C. § 1362, 26 U.S.C. § 412 and 29 U.S.C. § 1307, all as applicable.

Upon confirmation of the Plan, Debtor Alma Products I, Inc. shall assume and continue to maintain the Pension Plans, and, upon the effectiveness of such assumption, PBGC shall be deemed to have withdrawn the PBGC Claims with prejudice. On and after the Effective Date, Debtor Alma Products I, Inc. will contribute to the Pension Plans the amount necessary to satisfy the minimum funding standards under section 302 of ERISA, 29 U.S.C. § 1082, and section 412 of the Internal Revenue Code, 26 U.S.C. § 412.

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 12.3 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: (a) the Plan, as modified, meets applicable Bankruptcy Code requirements; (b) the Debtors obtain Court approval for such modification, after notice and a hearing; (c) 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 (d) 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 have requested that the Bankruptcy Court consider confirmation of the Plan at the Confirmation Hearing on March 21, 2017, 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 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 1A are impaired under the Plan and were entitled to vote to accept or reject the Plan. Claims in Class 1B are impaired under the Plan and are entitled to change their prior deemed vote rejecting the Plan to a vote accepting the Plan. Classes 2, 3, 4A, 5 and 6 are unimpaired and, therefore, are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Classes 4B and 7 are deemed to reject the Plan and were 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 Debtors have 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 4 hereto.

The Financial Projections originally were developed based on the assumption that the Plan would be confirmed by the Bankruptcy Court and, for projection purposes, that the Effective Date of the Plan would occur in January 2017. The Reorganized Debtors currently project that the Effective Date of the Plan will be April 10, 2017. The change to the anticipated Effective Date of the Plan, however, does not materially impact the analysis set forth in the Financial Projections.

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 DEBTORS MAKE 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 Debtors 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 4. 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 Debtors make 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 Debtors and their 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. The Debtors, the Consenting First Lien Lenders and the Consenting Second Lien Lenders reached agreement on the terms of the Restructuring Support Agreement with the objective of achieving a consensual transaction to be implemented through the Plan 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 (the "**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' DIP budget as of the Petition Date, assuming an April 10, 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 (the "**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.

Distributable Equity Value Calculation

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

(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 Debtors were liquidated under chapter 7 of the Bankruptcy Code. To determine what holders of Claims in each impaired Class would receive if the Debtors were liquidated under chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors' 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 Debtors, augmented by the Cash held by the Debtors 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 Debtors' business and the use of chapter 7 for the purposes of liquidation; and (ii) second, reduced by the Debtors' 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 Debtors 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 distributions from the proceeds of a hypothetical liquidation of the Debtors' 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 hypothetical chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the Reorganization Cases, the Debtors have 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 were the Debtors' Estates liquidated under chapter 7 of the Bankruptcy Code.

Moreover, the Debtors believe 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 Debtors prepared a liquidation analysis which is annexed hereto as Exhibit 3 (the "**Liquidation Analysis**"). The information set forth in Exhibit 3 provides: (i) a summary of the liquidation values of the Debtors' 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 Debtors' 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 Debtors' management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis also is based on assumptions with regard to liquidation decisions that are subject to change and are subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the results of any liquidation of the Debtors. Accordingly, the values reflected might not be realized if the Debtors 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.

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 become effective in accordance with its terms, which date shall be the first

Business Day on which all of the conditions set forth in Section 12.2 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 Debtors' capital structure will remain over-leveraged, and the Debtors 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 Debtors believe 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 attached as Exhibit 3 to this Disclosure Statement.

Further, even if the Debtors were to liquidate by selling all or substantially all of the Debtors' assets pursuant to a sale conducted through either section 363 of the Bankruptcy Code or through a chapter 11 plan, the Debtors believe such approaches would be unlikely to increase the value of the recovery by the Debtors' 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.

ARTICLE IX.

THE REORGANIZATION CASES

9.1 *Continuation of Business After the Petition Date.*

The Debtors commenced the Reorganization Cases on the Petition Date by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. By an order of the Bankruptcy Court, the Reorganization Cases have been consolidated for procedural purposes only and are being jointly administered. The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Debtors have continued, and will continue until the Effective Date (as defined in the Plan), to manage their properties as debtors-in-possession, subject to the supervision of the Bankruptcy Court and in accordance with the provisions of the Bankruptcy Code.

9.2 *First Day Relief.*

On the Petition Date, the Debtors filed various motions for relief and other pleadings (collectively, the "**First Day Motions**"). The First Day Motions were proposed to ensure the Debtors' orderly transition into chapter 11. The Bankruptcy Court granted the relief

requested in the First Day Motions, as described below, with, in certain cases, adjustments or modifications to accommodate the concerns of the Bankruptcy Court, the Office of the United States Trustee (the "**U.S. Trustee**") and other parties in interest.

(a) DIP Financing

By a final order entered on December 23, 2016, the Bankruptcy Court authorized the Debtors to: (i) obtain the DIP Facility, comprised of a $55 million delayed draw term loan with an additional 14.7 million available to be drawn with the consent of the DIP Agent and DIP Lenders; and (ii) to utilize cash collateral.

(b) Cash Management

By a final order entered on December 22, 2016, the Bankruptcy Court granted the Debtors authority to (i) continue the Debtors' current cash management system, (ii) maintain prepetition bank accounts and (iii) continue use of existing books and records. In addition, the Bankruptcy Court authorized the Debtors, in accordance the DIP Credit Agreement and the DIP Order, to open and close bank accounts and to continue intercompany funding, including to non-Debtor affiliates, by granting administrative expense status to all postpetition claims arising therefrom.

(c) Employee Wages and Benefits

By a final order entered on December 21, 2016, the Bankruptcy Court authorized 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.

(d) Critical Vendors

By final order entered on December 22, 2016, the Bankruptcy Court authorized the Debtors to pay prepetition claims held by: (i) certain vendors identified as "critical vendors"; (ii) foreign vendors; and (iii) claimants who provided goods to the Debtors within 20 days of the Petition Date, in an aggregate amount not to exceed $24.4 million.

(e) Certain Other First Day Motions

In addition to the above First Day Motions, the Debtors sought and obtained final orders from the Bankruptcy Court granting the Debtors authority to: (i) continue certain customer programs; (ii) pay prepetition common carrier, warehouse, freight forwarder, mechanics' lien and related obligations; (iii) pay prepetition amounts owing in respect of prepetition sales, use and other taxes and regulatory fees; and (iv) continue honoring their obligations pursuant to prepetition insurance premium finance agreements for the purpose of financing the purchase of several forms of insurance coverage. In addition, the Debtors obtained a final order (i) prohibiting the Debtors' utility service providers (the "**Utility Companies**") from altering or discontinuing services, (ii) providing the Utility Companies with adequate assurance of payment and (iii) establishing procedures for resolving requests for additional assurance of payment.

9.3 ***Case Administration.***

(a) Joint Administration of the Reorganization Cases.

The Debtors obtained 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 reduces costs and facilitates the administrative process by avoiding the need for duplicative notices, applications and orders.

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

The Debtors sought and obtained an order scheduling a Combined Hearing, 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. Additionally, the Debtors will seek approval of the prepetition solicitation procedures and acceptances of the Plan from holders of Claims entitled to vote. The Combined Hearing, which was originally scheduled for January 24, 2017, was later rescheduled to March 8, 2017. In connection with the Vote Modification Motion, the Debtors requested that the court reschedule the Combined Hearing once again to March 21, 2017.

(c) Schedules and Statements of Financial Affairs.

On December 23, 2016, each of the Debtors filed a schedule of assets and liabilities (collectively, the "**Schedules**") and a statement of financial affairs (collectively, the "**SOFAs**"). The Debtors attached a uniform set of global notes to each of the SOFAs and Schedules to provide context and explain certain information included in the SOFAs and Schedules. On January 10, 2017 and January 25, 2017, the Debtors filed amendments to the global notes.

(d) Retention of Professionals.

Soon after the commencement of the Reorganization Cases, the Debtors obtained Bankruptcy Court approval of the retention of: (a) Willkie Farr & Gallagher LLP ("**WF&G**") as bankruptcy counsel; (b) FTI as restructuring advisor; (c) Ducera as financial advisor and investment banker; and (d) Prime Clerk LLC as claims and noticing agent. These applications were granted with certain adjustments or modifications to accommodate the concerns of certain parties in interest, including the U.S. Trustee. As described below, the retention of WF&G was subject to the U.S. Trustee's reservation of rights to revisit the WF&G retention upon receipt of the Examiner's Report (as defined below).

In connection with these applications, the Debtors sought and obtained approval to establish procedures for interim monthly compensation of professionals. The Debtors also sought and obtained approval to employ certain professionals not involved in the administration of the Reorganization Cases in the ordinary course of business.

9.4 *Key Employee Retention Plan*

On December 20, 2016, the Debtors filed a motion (the "**KERP Motion**") seeking authorization to implement the Debtors' key employee retention plan (the "**KERP**") for 19 key employees, including confirmation of their authority to continue their prepetition retention program with respect to certain of the key employees. The proposed payouts under the KERP totaled $180,000 in the aggregate. Subsequent to the filing of the KERP Motion, the Debtors determined to exclude two key employees from the KERP and to reduce the aggregate amount of the KERP to $160,000. By an order entered on January 24, 2017, the Bankruptcy Court granted the relief requested in the KERP Motion with respect to the remaining 17 key employees and approved total payouts under the KERP in the aggregate amount of $160,000.

9.5 *Appointment and Role of Examiner*

On December 16, 2016, the U.S. Trustee filed a motion to appoint an independent examiner to review certain issues concerning the Restructuring Support Agreement and the Plan prior to its confirmation. The Debtors consented to the appointment of an examiner and, on December 22, 2016, the Bankruptcy Court entered the stipulation and order (the "**Examiner Appointment Order**") by and between the U.S. Trustee and the Debtors directing the appointment of an examiner. In addition to performing the duties of an examiner as set forth in section 1106(a)(4) of the Bankruptcy Code, the Examiner Appointment Order directed the examiner to investigate (the "**Investigation**"):

- the facts and circumstances underlying and leading to the entry into and proposed approval of the Restructuring Support Agreement (including the conduct of the parties thereto, including current and former officers and directors, and their respective professionals), including all related terms, term sheets and amendments thereto, including without limitation, whether the Debtors' entry into the Restructuring Support Agreement was an arm's-length transaction free of conflicts between the Debtors and their stakeholders and based on the Debtors' reasonable business judgment regarding their business plan, projections and alternatives; and

- whether the valuation upon which the Restructuring Support Agreement is predicated is based on the Debtors' reasonable business judgment.

The Examiner Appointment Order further provided that the examiner shall complete the Investigation no later than January 31, 2017, with the report with respect to such Investigation (the "**Report**") to be filed no later than February 15, 2017, unless such time is extended by the Court.

On December 28, 2016, the Bankruptcy Court appointed Richard Levin, Esq., as examiner (the "**Examiner**") in the Reorganization Cases. On January 18, 2017, the Examiner filed a motion to approve the Examiner's revised work plan (the "**Revised Work Plan**"), which would supplant the proposed work plan previously filed by the Examiner on January 10, 2017. The Examiner's Revised Work Plan proposed to reduce the scope of his Investigation and Report to encompass only matters related to the employment of WF&G as counsel for the Debtors, including actual or potential conflicts of interest, disinterestedness and disclosures, and not any

other matters covered by the Examiner Appointment Order, as described above. The Examiner also requested that the deadline for the Investigation and the Report be extended to February 20, 2017.

On January 24, 2017, the Bankruptcy Court entered an order extending the deadlines for the Investigation and the Report to a date to be determined at the hearing to be held on January 31, 2017. On February 6, 2017, the Bankruptcy Court entered an order extending both the deadline for the Investigation and the Report to March 7, 2017.

9.6 *Withdrawal of WF&G and Substitution of Jones Day as Counsel*

On January 20, 2017, due to questions concerning potential conflicts on the part of WF&G as counsel to the Debtors that had been raised by the U.S. Trustee and the Examiner, WF&G concluded that it would seek to withdraw from its representation of the Debtors. In connection with this determination, on January 23, 2017, WF&G filed a motion (the "**Withdrawal Motion**") to withdraw as counsel to the Debtors. The Bankruptcy Court entered an order granting the Withdrawal Motion on February 1, 2017.

Immediately upon learning of WF&G's decision to withdraw as counsel, the Debtors identified and interviewed four possible replacement counsel for WF&G and thereafter selected and engaged Jones Day on January 22, 2017. On January 31, 2017, the Debtors filed their application to employ and retain Jones Day as counsel to the Debtors, *nunc pro tunc* to January 22, 2017 (the "**Jones Day Retention Application**"). No objections were filed to the Jones Day Retention Application and, on February 17, 2017, the Bankruptcy Court entered an order approving the retention of Jones Day.

9.7 *Settlement with the Consenting Second Lien Lenders and the Amended Restructuring Support Agreement*

On or about January 13, 2017, the parties to the Original Restructuring Support Agreement and the Consenting Second Lien Lenders reached a settlement-in-principle (the "**Second Lien Settlement**") resolving the Consenting Second Lien Lenders' objection to the Plan and the treatment of their Claims thereunder.

The Debtors, the Majority Consenting Lenders, the Consenting Second Lien Lenders and the Majority Equity Holder entered into the Amended Restructuring Support Agreement, dated as of February 10, 2017. The following summary of the principal revisions to the Original Restructuring Support Agreement reflected in the Amended Restructuring Support Agreement is qualified in all respects by the terms of the Amended Restructuring Support Agreement, which shall govern in the event of any inconsistency.

- Revised Termination Event Milestones:
    - The date by which the Debtors shall have established reorganization case plans and business plans for Alma Products I ("**Alma Products**") and Axiom Automotive Technologies., Inc. ("**Axiom**") is extended from January 4, 2017 to February 15, 2017;

- By March 1, 2017, the Debtors must file amendments to the Plan and Disclosure Statement providing for the agreed-upon treatment of the Non-Crossover Second Lien Lenders;

- The deadline for the Bankruptcy Court to enter an order assuming the Restructuring Support Agreement is extended from December 20, 2016 to March 31, 2017;

- The deadline for the Bankruptcy Court to enter a Confirmation Order is extended from January 11, 2017 to March 31, 2017;

- The date by which the Effective Date of the Plan shall have occurred is extended from January 11, 2017 to April 10, 2017; and

- The "Outside Date" by which the Plan is to be substantially consummated is extended from February 10, 2017 to April 30, 2017.

- Claim Treatment: Non-Crossover Second Lien Lenders shall receive an aggregate recovery of $8.6 million, inclusive of all fees and expenses of counsel and professionals.

- Sponsor Contribution: The Sponsor Contribution (as defined in the Restructuring Support Agreement) is increased from $2.5 million to $3.0 million.

- Sponsor Release: The Sponsor Release (as defined in the Restructuring Support Agreement) shall be in the form set forth in the Plan with respect to the Majority Equity Holder.

- Consenting Second Lien Lenders Release: The definition of Releasing Parties under the Plan shall be modified to include the Consenting Second Lien Lenders and the Second Lien Credit Facility Agent.

The hearing on the Debtors' motion to assume the Restructuring Support Agreement is scheduled for the same date as the Combined Hearing.

9.8 ***Rejection of Certain Executory Contracts***

As part of an ongoing review of the Debtors' contracts and leases, and in accordance with the Bankruptcy Code, over the course of the Reorganization Cases the Debtors have filed motions seeking to reject certain executory contracts that they deemed to be particularly burdensome to their business and their Estates.

On December 22, 2016, the Debtors filed a motion (the "**PACCAR Contract Rejection Motion**") seeking authority to reject a long term supply contract (the "**PACCAR Contract**") between Debtor ATCO Products, Inc. ("**ATCO**") and PACCAR, Inc. ("**PACCAR**"), under which ATCO agreed to supply PACCAR with certain mobile air conditioning components and provide certain warranty services for those products. The PACCAR Contract was scheduled to expire on March 31, 2017, but it provided that ATCO must continue to supply PACCAR for

an additional ten years after expiration or termination of the agreement. Because the PACCAR Contract contained multiple terms and conditions that constrained the Debtors' pricing flexibility and required ATCO to cover certain of PACCAR's costs while honoring warranty obligations, the Debtors concluded that the terms of the agreement could not support an ongoing business relationship. On January 17, 2017, the Bankruptcy Court entered an order rejecting the PACCAR Contract as of December 22, 2016.

On February 10, 2017, the Debtors filed a motion (the "**USPS Rejection Motion**") seeking to reject a national ordering agreement with the United States Postal Service (the "**USPS Contract**"), whereby Debtor Axiom agreed to supply certain automotive transmission and remanufactured engine parts on a consignment basis for use in postal service vehicles. The USPS Contract includes certain warranty obligations that have become costly and burdensome to Axiom and the Debtors' enterprise. After review of the USPS Contract, therefore, the Debtors determined that its terms are no longer economically favorable or cost-effective for Axiom. As a result, the Debtors have determined to seek the Bankruptcy Court's approval to reject the USPS Contract. A hearing for the Bankruptcy Court to consider rejection of the USPS Contract currently is scheduled for March 8, 2017.

ARTICLE X.

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

10.1 *Certain Bankruptcy Considerations.*

(a) General.

While the Debtors believe 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 Debtors 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 Debtors 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 Debtors' business. Among other things, it is possible that the Reorganization Cases have had an adverse effect on the Debtors' relationships with its key vendors and suppliers, customers, employees and agents. The extent to which the

Reorganization Cases have disrupted the Debtors' business could be directly related to the length of time it takes to complete the proceedings. If the Debtors are 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.

The Debtors believe they have received the requisite amount of votes in favor of the Plan because, 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, which Claims constitute First Lien Credit Agreement Claims in Class 1A under the Plan, have already voted to accept the Plan and have agreed to support and not object to the Plan.

Pursuant to the Vote Modification Motion, the Debtors have requested that holders of Claims in Class 1B be permitted to change their deemed rejecting votes to votes in favor of the Plan. The Debtors believe based on available information that in excess of 90% of the Non-Crossover Second Lien Lenders have agreed to change their deemed rejecting votes to votes in favor of the Plan pursuant to such procedures as the Bankruptcy Court may establish.

The Debtors do not believe that re-solicitation of the holders of First Lien Credit Agreement Claims is necessary in connection with the modifications to the Plan made as a result of the Second Lien Settlement and the Restructuring Support Agreement. It is possible, however, that the Bankruptcy Court will not agree. It is also possible that the Bankruptcy Court will determine that the Debtors have not received 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. In such event, the Debtors would be unable to seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code, because at least one impaired Class would not have voted in favor of the Plan, as required by section 1129(a)(10) of the Bankruptcy Code. Further, if the Bankruptcy Court determines that the Requisite Acceptances were not received, the Debtors 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 Debtors, or otherwise, that may not have the support of the holders of First Lien Credit Agreement Claims and/or Non-Crossover Second Lien Credit Agreement Claims. Alternatively, the Debtors may be required to sell their 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 Debtors' creditors as those proposed in the Plan.

(c) Failure to Confirm the Plan.

Even if the Requisite Acceptances were 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 have 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 Debtors 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, in that case, (i) whether a restructuring of the Debtors could be implemented and (ii) what distribution holders of Claims ultimately would receive with respect to their Claims if it could be implemented. Any distributions under a revised plan may constitute less favorable treatment than the treatment provided 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 Debtors believe that the requirements of section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018 were 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) or (c) of the Bankruptcy Code. This settlement, compromise and release require approval by the Bankruptcy Court in the form of a confirmation order. The Debtors cannot ensure that the Bankruptcy Court will approve of the settlement contemplated in the Plan.

(f) Alternative Plans of Reorganization May Be Proposed.

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 not 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.

Although the Company expected 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 could not be certain that this would be the case. For example, the Company could not and did not anticipate the appointment of the Examiner and the need to substitute its counsel, and the consequent delay that has resulted. In addition, the Company could not predict with certainty that an agreement would be reached with the Consenting Second Lien Lenders or foresee the amount of additional time that would be required to finalize that agreement. Although the delay resulting from the Examiner's appointment and the substitution of counsel has been minimized to the greatest extent possible, and the delay resulting from the agreement with the Consenting Second Lien Lenders in all likelihood saved the Debtors time later on in the case by minimizing the potential for a contested confirmation hearing, each of these events arguably has extended the duration of these Reorganization Cases. Thus, although the Plan is designed to minimize the length of the Reorganization Cases, it is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Moreover, even if the Plan is confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' business. There is a risk, due to uncertainty about the Debtors' future, that:

- customers could seek alternative sources of products from the Debtors' 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 Debtors or require financial assurances or trade terms which are materially different from what the Debtors have today.

A lengthy bankruptcy proceeding would also involve additional expenses and divert the attention of management from operating the Debtors' business, as well as creating concerns for employees, suppliers and customers. The disruption that a bankruptcy proceeding would inflict upon the Debtors' 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 Debtors depend, including vendors, employees, agents and customers. If the Debtors are 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 Debtors may be forced to operate in bankruptcy for an extended period while they work to develop an alternative 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) Changes, Amendments, Modification or Withdrawal of the Plan.

Except as otherwise specifically provided in the Plan and the Restructuring Support Agreement, the Debtors reserve 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 Debtors seek 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.

Further, the Debtors reserve the right to revoke or withdraw the Plan at any time before confirmation of the Plan. If the Debtors revoke or withdraw 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 Debtors or any other person, or to prejudice in any manner the Debtors' rights or those of any other person.

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

The Debtors may enter into further 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 Debtors 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 Debtors 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 Debtors 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.

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

Although, pursuant to the Restructuring Support Agreement, holders of approximately 98.8% of the principal outstanding under the First Lien Credit Agreement and, based on the Debtors' estimates, holders of more than 90% of all Non-Crossover Second Lien Credit Agreement Claims have agreed to support the restructuring contemplated by the Plan, 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 Debtors to reach certain milestones in the Reorganization Cases in a timely manner, such as (i) orders from the Bankruptcy Court approving the DIP Facility and the Plan and (ii) the occurrence of the Effective Date in accordance with the timeline set forth in the Restructuring Support Agreement. Although the Debtors believe that they 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 Debtors of their 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. For additional detail, see Section 3 of the Restructuring Support Agreement. If a Termination Event occurs and the support of the Consenting First Lien Lenders and/or the Consenting Second Lien Lenders were to be withdrawn, and the votes of such holders were revoked, the Debtors 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 Debtors' business and its ability to reorganize.

(l) 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. Distributions could be delayed for a minimum of 15 days thereafter and may be delayed for a substantially longer period, particularly with respect to any Claims that have not been Allowed as of that date.

(m) 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 Debtors believe 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.

10.2 ***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 4 reflect numerous assumptions concerning the Debtors' anticipated future performance, some of which may not occur. Such assumptions include, among others, assumptions concerning the general economy, the Debtors' ability to manage costs and achieve cost reductions, the Debtors' ability to establish market strength, customer purchasing trends and preferences, the Debtors' 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 Debtors' actual financial results.

(b) Substantial Leverage.

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

Although the restructuring contemplated by the Plan will substantially de-lever the Reorganized Debtors, the Reorganized Debtors will still have significant long-term debt obligations. As of the Effective Date, on a pro forma basis, the Reorganized Debtors will have an estimated $320 million of total outstanding indebtedness if the Plan is consummated. If the Reorganized Debtors continue to be over-leveraged, their financial health and ability to fulfill financial obligations could be significantly affected. For example, a high level of indebtedness could:

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

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

- require the Reorganized Debtors 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 Debtors for operations and other purposes;

- place the Reorganized Debtors at a competitive disadvantage to their competitors who are not as highly leveraged as the Reorganized Debtors;

- make the Reorganized Debtors vulnerable to interest rate fluctuations if they incur any indebtedness that bears interest at variable rates;

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

- make the Reorganized Debtors more vulnerable in the event of (i) a downturn in general economic conditions or in its business or (ii) 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 Debtors' 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 Debtors incur additional indebtedness or such other obligations, the risks associated with the Reorganized Debtors' substantial leverage, including possible inability to service debt, would increase.

(c) Ability to Service Debt.

The Reorganized Debtors' ability to repay or to refinance obligations with respect to indebtedness, and to fund planned capital expenditures, depends on the Reorganized Debtors' 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 Debtors' 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 Debtors' business will generate sufficient cash flow from operations or that future borrowings will be available in an amount sufficient to enable the Reorganized Debtors to pay their indebtedness or to fund other liquidity needs.

(d) Ability to Refinance Debt at Maturity.

The Reorganized Debtors may need to refinance all or a portion of their debt on or before maturity in order to satisfy such obligations when due. However, although the Debtors believe that the Plan is feasible, given the substantial amount of indebtedness that they will hold on the Effective Date, there can be no assurance that the Reorganized Debtors will be able to refinance any of their debt on commercially reasonable terms or otherwise 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 Debtors fail 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 Debtors' 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 Debtors' capital structure and will not be secured by any of the Reorganized Debtors' collateral. As a result, the Reorganized Debtors' 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 Debtors' assets in any foreclosure, dissolution, winding-up, liquidation or reorganization or other bankruptcy proceeding, the Reorganized Debtors' creditors will have a superior claim and interest, as applicable, to the interests of 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 are 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, rights of last offer 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 Debtors' operating performance and financial condition;
- the market for similar securities;
- the Reorganized Debtors' credit rating; and
- the interest of securities dealers in making a market in the New Common Stock.

10.3 ***Risks Associated with the Business.***

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

Although the Debtors believe they 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 Debtors' emergence from chapter 11. Additionally, notwithstanding the support of the Consenting First Lien Lenders and Consenting Second Lien Lenders, the Reorganization Cases may adversely affect the Reorganized Debtors' ability to retain existing customers and suppliers, attract new customers and maintain contracts that are critical to their 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 Debtors' ability to take specific actions, even if the Reorganized Debtors believe it to be in their best interest, including restrictions on the Reorganized Debtors' ability to:

- incur or guarantee additional indebtedness;
- create liens with respect to the Reorganized Debtors' 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 Debtors 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 Debtors will be able to meet these requirements or satisfy these covenants in the future. If the Reorganized Debtors fail to do so, their indebtedness thereunder could become accelerated and payable at a time when the Reorganized Debtors are unable to pay it. This could adversely affect the Reorganized Debtors' ability to carry out their business plan and would have a negative effect on their financial condition.

(c) The Debtors Rely on a Limited Number of Key Suppliers and Vendors to Operate Their Business.

Historically, the Debtors have purchased a significant portion of the goods and materials used in their products from a small number of suppliers and vendors. Brand loyalty is extremely important in the automotive parts market, as many customers insist on using only particular brands of parts which they know well and trust. Accordingly, one key to the Debtors' business is ensuring the Debtors have a wide range of brands in stock to 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 Debtors' key suppliers or interruption of production at these suppliers from work stoppages, equipment failures or other adverse events would adversely affect the Debtors' ability to obtain necessary goods and materials and fill customer orders.

(d) Retaining Key Management and Personnel.

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

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

The Debtors' 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 Debtors to succeed, these objectives must be achieved in a timely manner and on a cost-effective basis. If these objectives are not achieved, the Debtors 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 Debtors' business strategy, the Reorganized Debtors may continue to seek to expand through the acquisition of other businesses that the Reorganized Debtors believe are complementary to their business. The Reorganized Debtors may be unable to identify suitable acquisition candidates or, if they do, the Reorganized Debtors may not successfully complete those acquisitions.

If the Reorganized Debtors acquire another business, they may face difficulties, including:

- integrating the personnel, products or technologies of the acquired business into the Reorganized Debtors' 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 Reorganized Debtors' business.

These difficulties could disrupt the Reorganized Debtors' ongoing business and increase its expenses. Further, failure to successfully integrate acquisitions may adversely affect the Reorganized Debtors' profitability by creating significant operating inefficiencies that could increase operating expenses as a percentage of sales and reduce operating income. In addition, the Reorganized Debtors may not realize the expected cost savings from such acquisitions. As of the date of this Disclosure Statement, the Debtors have 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 Debtors.

Following the consummation of the Plan, a small number of institutional investors will control the Reorganized Debtors' 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 Debtors' 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 Debtors or equity holders could trigger requirements that the Reorganized Debtors 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 Debtors. They may also pursue acquisition opportunities that may be complementary to the Reorganized Debtors' business and, as a result, those acquisition opportunities may not be available to the Reorganized Debtors.

The Debtors understand that Monte Ahuja, a former owner of certain of the Debtors and the chairman of the board of Transmaxx LLC, a competitor with certain of the Debtors, is a passive investor in one of the funds that directly or indirectly will be a significant stockholder upon the Effective Date. The Debtors understand that Mr. Ahuja has no investment discretion or authority associated with his indirect investment in the Debtors.

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 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.

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 is 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.

THE 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 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 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 XII.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

12.1 *Introduction.*

The following is a discussion of certain material U.S. federal income tax consequences of the consummation of the Plan to the Debtors and to certain U.S. Holders and Non-U.S. Holders (each as defined herein) of Claims, specifically only the First Lien Credit Agreement Claims and the Non-Crossover Second Lien Credit Agreement Claims. This discussion is for general information purposes only and describes the expected tax consequences only to holders entitled to vote on the Plan and to holders entitled to change their vote on the Plan, and not to any other holders of Claims or Interests. 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 First Lien Credit Agreement Claims**.

For purposes of this discussion, the term "U.S. Holder" means a holder of a First Lien Credit Agreement Claim, Non-Crossover Second Lien Credit Agreement 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 First Lien Credit Agreement Claim, Non-Crossover Second Lien Credit Agreement 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 First Lien Credit Agreement Claim or Non-Crossover Second Lien Credit Agreement Claim, or that 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 First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims have held such property as "capital assets" within the meaning of IRC Section 1221 (generally, property held for investment) and that holders that will hold the Remaining Term Loans, the New Common Stock and New PIK Notes will hold such Remaining Term Loans, New Common Stock and New PIK Notes as capital assets. This discussion further assumes that the First Lien Credit Agreement Claims and Non-Crossover Second 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 First Lien Credit Agreement Claims or Non-Crossover Second Lien Credit Agreement 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.

12.2 *Federal Income Tax Consequences to the Debtors.*

(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 (i) the amount of Cash paid, (ii) the issue price of any new indebtedness issued and (iii) 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 First Lien Credit Agreement 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.

The issue price of the Remaining Term Loans and/or the New PIK Notes would depend on whether such Remaining Term Loans and/or the New PIK Notes or the First Lien Credit Agreement Claims are properly characterized as traded on an established market or "publicly traded" within the meaning of the applicable Treasury Regulations. Under the applicable Treasury Regulations, a debt instrument is considered to be publicly traded if (a) an executed sale of such debt instrument occurs within the 31-day period ending fifteen days after the issue date and the sales price is reasonably available within a reasonable period of time after the sale, or (b) at least one price quote (whether firm or indicative) is available within such 31-day period. The issue price of a debt instrument that is publicly traded or that is issued for another debt instrument that is publicly traded is generally the fair market value of the debt instrument or the other debt instrument, as the case may be, as determined by the trading price. The issue price of a debt instrument that is neither publicly traded nor issued for another debt instrument that is publicly traded is generally its stated principal amount. The Debtors do not yet know whether the Remaining Term Loans, the New PIK Notes and/or the First Lien Credit Agreement Claims would be properly characterized as "traded on an established market" in accordance with these rules. Thus, the precise amount of COD Income, if any, resulting from the exchange of First Lien Credit Agreement 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 Debtors 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 Debtors generally will be required to reduce certain of their tax attributes, including, but not limited to, their 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 Debtors do not have sufficient losses to offset fully such COD Income, the Debtors 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.

(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.

12.3 ***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 First Lien Credit Agreement Claim will generally depend in part upon (i) whether such First Lien Credit Agreement Claim is based on an obligation that constitutes a "security" for federal income tax purposes and (ii) whether all or a portion of the consideration received for such First Lien Credit Agreement 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 Term Loan Claims (which have a term of 6 years), Remaining Term Loans (which have a term of 5 years), or New PIK Notes (which have a term of 5 years) will be considered securities for federal tax purposes. U.S. Holders of First Lien Credit Agreement Claims are advised to consult their tax advisors with respect to this issue.

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

(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 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.

Among other special rules, the Treasury Regulations provide that a modification that changes the timing of payments (including by means of an extension of the final maturity date of an instrument) is a significant modification if it results in the material deferral of scheduled payments. The Treasury Regulations provide that such a deferral is not a material deferral if the deferred payments are unconditionally payable no later than at the end of a specified safe harbor period, beginning on the original due date of the first scheduled payment that is deferred and extending for a period equal to the lesser of five years or 50 percent of the original term of the instrument. The original term of the First Lien Term Loan Facility was 6 years. The First Lien Credit Agreement Modifications, among other changes, extend the maturity of the First Lien Credit Agreement by 5 years. Accordingly, this maturity extension does not fall within the safe harbor described in the Treasury Regulations, and, although the matter is not free from doubt, the Debtors expect that the First Lien Credit Agreement Modifications will be treated as a significant modification of the First Lien Term Loan Facility. The remainder of this discussion assumes that 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 a 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 generally will recognize gain or loss on the exchange. Such gain or loss generally will 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 the 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 Remaining Term Loans may be issued with original issue discount ("**OID**") for U.S. federal income tax purposes if the issue price of such debt instruments is less than the stated redemption price at maturity of such debt instruments by more than a statutory *de minimis* amount. The stated redemption price at maturity of a debt instrument is the aggregate amount of all payments due to a holder at or prior to its maturity, other than interest payments or "qualified stated interest" that must, among other requirements, be actually and unconditionally payable at least annually. If the Remaining Term Loans are issued with OID in an amount that exceeds the *de minimis* amount, then a U.S. Holder generally would be required to include such OID in gross income (as ordinary interest income) on an annual basis under a constant yield to maturity method, regardless of its method of accounting for U.S. federal income tax purposes or the fact that the cash payments attributable to that income generally would not be received until a subsequent taxable year. Under this method, a U.S. Holder generally would be required to include in income increasingly greater amounts of OID in successive accrual periods.

(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 "*Federal Income Tax Consequences to U.S. Holders of Certain Claims – 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.

The Debtors intend to treat the New PIK Notes as indebtedness for U.S. federal income tax purposes, and this discussion assumes this treatment. However, the IRS may assert, and a court might agree, that the New PIK Notes should be characterized as preferred stock or another equity interest for U.S. federal income tax purposes. In such case, the timing and character of income realized by holders of the New PIK Notes and withholding tax consequences could be substantially different than as described below. U.S. Holders that will hold the New PIK Notes are advised to consult their tax advisors with respect to this issue.

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 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.

The New PIK Notes will be convertible into New Common Stock. Holders that will hold the New PIK Notes are advised to consult their tax advisors regarding the tax treatment of the New PIK Notes, including the tax consequences resulting from a conversion of the New PIK Notes into New Common Stock and the impact of adjustments to the conversion price of the New PIK Notes, if any.

(c) 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. The Plan provides that, to the extent applicable, all distributions to a holder of an Allowed Claim would apply first to the principal amount of such Allowed Claim until such principal amount is paid in full, and then to any accrued but unpaid interest on such Allowed Claim. There is no assurance, however, that the IRS would respect this treatment and would not determine that all or a portion of amounts distributed to such U.S. Holder and attributable to principal under the Plan is properly allocable to interest.

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 on account of 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, dividends 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 Debtors' securities.

(d) U.S. Holders of Non-Crossover Second Lien Credit Agreement Claims (Class 1B).

Pursuant to the Plan, each holder of a Non-Crossover Second Lien Credit Agreement Claim will receive its Pro Rata share of the Non-Crossover Second Lien Credit Agreement Claims Distribution remaining after payment of Second Lien Fees. A U.S. Holder of a Non-Crossover Second Lien Credit Agreement Claim would recognize gain or loss in an amount equal to the difference between (a) the amount of its Pro Rata share of the Non-Crossover Second Lien Credit Agreement Claims Distribution received, and (b) such U.S. Holder's adjusted tax basis in such Non-Crossover Second Lien Credit Agreement Claim.

12.4 *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 or its Non-Crossover Second Lien Credit Agreement Claim and any payments to a Non-U.S. Holder in respect of U.S. source interest (including OID, if any) in respect of the Remaining Term Loans and/or the New PIK Notes 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 Debtors, is not a controlled foreign corporation related, directly or indirectly, to the Debtors 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 IRS Form W-8BEN-E, as applicable (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 Debtors or their 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 Debtors or their 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 IRS Form W-8BEN-E, as applicable (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 Debtors are or the Company has been during a specified testing period a "U.S. real property holding corporation" for U.S. federal income tax purposes.

The Debtors believe 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.

12.5 ***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 and New PIK Notes, 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 and New PIK Notes, dividends paid on the New Common Stock and proceeds received upon sale or other disposition of the Remaining Term Loans, New PIK Notes 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 XIII.

PROCEDURES FOR RESOLVING CLAIMS

13.1 ***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.

13.2 ***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.

13.3 ***Disputed Claims.***

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

13.4 ***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.

13.5 ***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 XIV.

CONCLUSION

This Disclosure Statement contains summaries of certain agreements that the Debtors have entered into or expect 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 Debtors believe 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: February 21, 2017
Walton Hills, Ohio

Respectfully submitted,

SPEEDSTAR HOLDING CORPORATION,
TRANSTAR HOLDING COMPANY,
and on behalf of their domestic subsidiaries that are Debtors in the Reorganization Cases

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

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Counsel for the Debtors and Debtors in Possession

Exhibits

- Amended Plan (Exhibit 1);
- Prepetition Organizational Chart (Exhibit 2);
- Liquidation Analysis (Exhibit 3); and
- Reorganized Debtors' Projected Financial Information (Exhibit 4).

EXHIBIT 1

Amended Plan

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
DACCO Transmission Parts (NY), Inc., et al.,[1]	:	Case No. 16-13245 (MKV)
Debtors.	:	(Jointly Administered)

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

Dated: New York, New York
February 21, 2017

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Counsel for the Debtors and Debtors in Possession

[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, Ohio 44146.

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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*** means those certain First Lien Lenders party to the Restructuring Support Agreement.

1.19 ***Consenting Second Lien Lenders*** means those certain Second Lien Lenders party to the Restructuring Support Agreement.

1.20 ***Continuing Creditor Election*** means an agreement, the form of which shall be included in the Plan Supplement, to be entered into by any holder of a Trade Claim and the Debtors or Reorganized Debtors, at each such party's discretion, providing that the holder of such Trade Claim will continue providing goods and/or services to the Reorganized Debtors after the Effective Date through at least December 31, 2017 on terms and conditions equivalent to those most favorable to the Debtors previously offered by the holder during the period from January 1, 2016 through the Petition Date.

1.21 ***Corporate Form Conversion*** has the meaning ascribed to such term in Section 8.2 of the Plan.

1.22 ***Corporate Form Election*** has the meaning ascribed to such term in Section 8.2 of the Plan.

1.23 ***Creditors' Committee*** means any official committee of unsecured creditors appointed in the Reorganization Cases by the Office of the United States Trustee for the Southern District of New York, and as may be reconstituted from time to time.

1.24 ***Cure Amount*** has the meaning ascribed to such term in Section 10.3(a) of the Plan.

1.25 ***Cure Dispute*** has the meaning ascribed to such term in Section 10.3(b) of the Plan.

1.26 ***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.

1.27 ***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.

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

1.29 ***DIP Credit Agreement*** means that certain senior secured debtor-in-possession credit agreement, dated November 23, 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).

1.30 ***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.

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

1.32 ***DIP Order*** means, together, the Interim DIP Order and the Final DIP Order, as such orders may be modified, supplemented or amended.

1.33 ***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.

1.34 ***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.

1.35 ***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).

1.36 ***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.

1.37 ***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.

1.38 ***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.

1.39 ***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 and Non-Crossover Second Lien Credit Agreement Claims, the Effective Date, (c) with respect to Administrative Claims, Other Priority Claims, Priority Tax Claims, Other Secured Claims, Electing Ordinary Course General Unsecured Claims and Other 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 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.

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

1.41 ***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 12.2 of the Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

1.42 ***Electing Ordinary Course General Unsecured Claim*** means (a) any Ordinary Course General Unsecured Claim that is not a Trade Claim and (b) any Ordinary

Course General Unsecured Claim that is a Trade Claim with respect to which the holder and the Debtors or the Reorganized Debtors have entered into a Continuing Creditor Election.

1.43 ***ERISA*** means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, et seq.

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

1.45 ***Estimated Fee Claims*** has the meaning ascribed to such term in Section 4.4 of the Plan.

1.46 ***Exchanged First Lien Credit Agreement Claims*** has the meaning ascribed to such term in Section 5.1 of the Plan.

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

1.48 ***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.

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

1.50 ***Final DIP Order*** means the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507: (I) Authorizing the Debtors to (A) Obtain Postpetition Financing; and (B) Use Cash Collateral; and (II) Granting Adequate Protection to the Prepetition Secured Parties* (Docket No. 148).

1.51 ***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.

1.52 ***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.

1.53 ***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.

1.54 ***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.

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

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

1.57 ***First Lien Obligations*** means the Obligations (as defined in the First Lien Credit Agreement) under the First Lien Credit Agreement.

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

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

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

1.61 ***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.

1.62 ***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.

1.63 ***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.

1.64 ***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.

1.65 ***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.

1.66 ***Interim DIP Order*** means the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507: (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash*

Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; and (III) Scheduling A Final Hearing (Docket No. 39).

1.67 ***L/C Exposure*** has the meaning ascribed to such term in the First Lien Credit Agreement.

1.68 ***L/C Issuer*** has the meaning ascribed to such term in the First Lien Credit Agreement.

1.69 ***Management Incentive Plan*** means the management incentive plan that 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.

1.70 ***Majority Consenting Lenders*** has the meaning ascribed to such term in the Restructuring Support Agreement.

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

1.72 ***Majority Equity Holder Contribution*** means a payment of $3.0 million in Cash by the Majority Equity Holder to the Debtors or Reorganized Debtors, as applicable.

1.73 ***Majority Equity Holder Release*** has the meaning ascribed to such term in Section 8.19 of the Plan.

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

1.75 ***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 100% of the outstanding common stock of Reorganized Speedstar on the Effective Date.

1.76 ***New Intercreditor Agreement*** means 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.

1.77 ***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.

1.78 ***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.

1.79 ***Non-Crossover Second Lien Credit Agreement Claim*** means any Second Lien Credit Agreement Claim of any Non-Crossover Second Lien Lender.

1.80 ***Non-Crossover Second Lien Credit Agreement Claims Distribution*** means Cash in the amount of $8.6 million.

1.81 ***Non-Crossover Second Lien Lender Certification*** has the meaning ascribed to such term in Section 5.2 of the Plan.

1.82 ***Non-Crossover Second Lien Lender Schedule*** means a schedule of Non-Crossover Second Lien Lenders that, in the good faith judgment of the Second Lien Credit Facility Agent (based on its review of its list of Second Lien Lenders of record and its review of any trade confirmations and/or other information relevant to its determination of Non-Crossover Second Lien Lenders), reflects all persons and entities who qualify as Non-Crossover Second Lien Lenders.

1.83 ***Non-Crossover Second Lien Lenders*** means all persons or entities who, as of January 8, 2017, (i) did not hold, directly or indirectly, First Lien Obligations and were not signatories to or were not bound by the Restructuring Support Agreement, and (ii) held Second Lien Obligations and/or were parties to pending trade confirmations or other similar agreements or arrangements pursuant to which such persons or entities were entitled to acquire Second Lien Obligations in accordance with the terms of such trade confirmations, agreements or arrangements but, for the avoidance of doubt, Non-Crossover Second Lien Lenders shall not include any persons or entities who, as of January 8, 2017, with respect to all or that portion of their Second Lien Obligations that were subject to pending trade confirmations or other similar agreements or arrangements pursuant to which such persons or entities agreed to sell such Second Lien Obligations in accordance with the terms of such trade confirmations, agreements or arrangements.

1.84 ***Ordinary Course General Unsecured Claim*** means any 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. For the avoidance of doubt, Ordinary Course General Unsecured Claims shall not include, without limitation: (a) Claims arising from the rejection of any executory contract or unexpired lease; (b) Claims relating to pending or threatened litigation; and (c) any First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims, including, in each case, any deficiency claims.

1.85 ***Original Plan*** means the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 11).

1.86 ***Other 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 Second Lien Credit Agreement Claim, (i) an Electing Ordinary Course General

Unsecured Claim, (j) a Fee Claim or (k) an Intercompany Claim. For the avoidance of doubt, no First Lien Credit Agreement Claim or Second Lien Credit Agreement Claim, including, in each case, any deficiency claim, shall be an Other General Unsecured Claim.

1.87 ***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.

1.88 ***Other Secured Claim*** means a Secured Claim other than (a) a DIP Claim, (b) a First Lien Credit Agreement Claim, (c) a Second Lien Credit Agreement Claim or (d) an Intercompany Claim.

1.89 ***PBGC*** means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation and an agency of the United States that administers the defined benefit pension plan termination insurance program under Title IV of ERISA.

1.90 ***Pension Plans*** means, individually and collectively: (a) the Retirement Plan for Hourly Rated Employees of Alma Products I, Inc.; and (b) the Retirement Plan of Alma Products I, Inc.

1.91 ***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.

1.92 ***Petition Date*** means November 20, 2016.

1.93 ***PIK Credit Agreement*** means that certain PIK Credit Agreement, by and among Reorganized Speedstar, the lenders party thereto and The Bank of New York Mellon, as Administrative Agent.

1.94 ***PIK Loan*** means the loan in the principal amount of $60,000,000 issued pursuant to the PIK Credit Agreement.

1.95 ***Plan*** means this *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, 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.

1.96 ***Plan Documents*** means the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the PIK Credit Agreement, the New Stockholders Agreement, the Non-Crossover Second Lien Lender Schedule, the Non-Crossover Second Lien Lender Certification, 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.

1.97 ***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, with the exception of the list of proposed officers and directors of the Reorganized Debtors, which the Debtors will file separately no later than seven days prior to the Confirmation Hearing.

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

1.99 ***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.

1.100 ***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.

1.101 ***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.

1.102 ***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 Second Lien Credit Facility Agent, (e) the Consenting Second Lien Lenders; (f) the Majority Equity Holder; (g) the DIP Lenders; (h) the DIP Agent; (i) the manager, management company or investment advisor of any of the foregoing; and (j) with respect to each of the foregoing entities in clauses (a) through (i), 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.

1.103 ***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 Second Lien Credit Facility Agent, (d) the Consenting Second Lien Lenders; (e) the Majority Equity Holder; (f) the DIP Lenders; (g) the DIP Agent; (h) any holder of a Claim who voted to accept the Plan; (i) 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; (j) the manager, management company or investment advisor of any of the foregoing; and (k) with respect to the foregoing entities in clauses (a) through (j), 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.

1.104 ***Remaining Term Loans*** has the meaning ascribed to such term in Section 5.1 of the Plan.

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

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

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

1.108 ***Restructuring Support Agreement*** means that certain Restructuring Support Agreement among the Debtors, the Consenting First Lien Lenders and the Majority Equity Holder, dated as of November 18, 2016, as amended by that certain Amendment to Restructuring Support Agreement among the Debtors, the Majority Consenting Lenders, the Consenting Second Lien Lenders and the Majority Equity Holder, dated as of February 10, 2017, with respect to the Restructuring Transaction, including all attachments and exhibits thereto (in each case, as they may have been and may further be amended, modified or supplemented from time to time on the terms and conditions set forth therein).

1.109 ***Restructuring Transaction*** has the meaning ascribed to such term in Section 8.1 of the Plan.

1.110 ***Revolving Credit Commitments*** has the meaning ascribed to such term in the First Lien Credit Agreement.

1.111 ***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.

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

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

1.114 ***Second Lien Fees*** means the fees and expenses of the Second Lien Credit Facility Agent (including professional fees) and professionals' and attorneys' fees and expenses incurred by counsel and professionals to the Second Lien Lenders comprising Required Lenders

under, and as defined in, the Second Lien Credit Agreement. For avoidance of doubt, such professionals consist solely of Latham & Watkins LLP and Rothschild Inc.

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

1.116 ***Second Lien Obligations*** means the Obligations under, and as defined in, the Second Lien Credit Agreement.

1.117 ***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.

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

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

1.120 ***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.

1.121 ***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.

1.122 ***Senior Exit Facility Distribution*** means 17.5% of the New Common Stock and 17.5% 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.

1.123 ***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).

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

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

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

1.127 ***Transaction Expenses*** has the meaning ascribed to such term in the Restructuring Support Agreement.

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

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

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

1.131 ***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 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 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 1A	First Lien Credit Agreement Claims	Yes	Yes
Class 1B	Non-Crossover Second Lien Credit Agreement Claims	Yes	Entitled to change vote[2]
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4A	Electing Ordinary Course General Unsecured Claims	No	No (Deemed to accept)
Class 4B	Other 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 CLAIMS

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.

[2] Non-Crossover Second Lien Credit Agreement Claims were included in Class 4 under the Original Plan and were deemed to have voted to reject the Original Plan. On February 10, 2017, the Debtors filed a motion (Docket No. 280) asking the Bankruptcy Court to establish a date by which Non-Crossover Second Lien Lenders may change their vote on the Plan.

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 ***Electing Ordinary Course General Unsecured Claims – Class 4A.***

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

4.8 ***Intercompany Claims – Class 5.***

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

4.9 ***Intercompany Interests – Class 6.***

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 1A.***

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) 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 ***Non-Crossover Second Lien Credit Agreement Claims – Class 1B***

On the Effective Date, or as soon thereafter as is practicable, each holder of a Non-Crossover Second Lien Credit Agreement Claim shall receive its Pro Rata share of the Non-Crossover Second Lien Credit Agreement Claims Distribution remaining after payment of Second Lien Fees. For the avoidance of doubt, holders of Second Lien Credit Agreement Claims other than Non-Crossover Second Lien Credit Agreement Claims shall be deemed to have waived such Claims pursuant to the Restructuring Support Agreement and shall not receive any recovery under the Plan on account of such Claims.

The Non-Crossover Second Lien Credit Agreement Claims Distribution shall be made to the Second Lien Credit Facility Agent on the Effective Date, and the Second Lien Credit Facility Agent shall first pay the Second Lien Fees from such Non-Crossover Second Lien Credit Agreement Claims Distribution and then distribute the remainder of such distribution solely to Non-Crossover Second Lien Lenders on a Pro Rata basis. To the extent that any Non-Crossover Second Lien Lender is party to a pending trade confirmation or other similar agreement or

arrangement pursuant to which such person or entity was entitled to acquire Second Lien Obligations as of January 8, 2017, distributions shall be made by the Second Lien Credit Facility Agent directly to such Non-Crossover Second Lien Lender on account of such Second Lien Obligations to be acquired pursuant to such pending trade confirmation, agreement or arrangement in accordance with the terms thereof.

As a condition to the receipt of such distribution, each Non-Crossover Second Lien Lender shall execute and deliver to the Second Lien Agent and the Debtors a Non-Crossover Second Lien Lender Certification representing and warranting: (a) the total amount of Second Lien Obligations held by such Non-Crossover Second Lien Lender as of January 8, 2017 plus any Second Lien Obligations subject to any pending trade confirmations or other similar agreements or arrangements to which such Non-Crossover Second Lien Lender was party as of January 8, 2017 and pursuant to which such Non-Crossover Second Lien Lender was to acquire Second Lien Obligations; (b) that, as of January 8, 2017, such Non-Crossover Second Lien Lender did not hold, directly or indirectly, First Lien Obligations and was not a signatory to or bound by the Restructuring Support Agreement; and (c) such Non-Crossover Second Lien Lender (i) was not, as of January 8, 2017, party to any pending trade confirmation or other similar agreement or arrangement pursuant to which such person or entity was the seller of Second Lien Obligations or (ii) to the extent such person or entity was party to a pending trade confirmation or other similar agreement or arrangement as of such date, the identity of the buyer under such trade confirmation, agreement or arrangement and the amount of Second Lien Obligations to be transferred thereunder.

The failure by any Non-Crossover Second Lien Lender to represent and warrant to the foregoing within 30 days of the Effective Date shall result in the forfeiture of such person's or entity's Pro Rata allocation of the Non-Crossover Second Lien Credit Agreement Claims Distribution, with such forfeited amount to be redistributed, on a Pro Rata basis to each other Non-Crossover Second Lien Lender in compliance with the terms of the Plan.

Any Second Lien Lender that disputes the accuracy of the Non-Crossover Second Lien Schedule shall provide notice to the Second Lien Credit Facility Agent no later than 15 days following the entry of the Confirmation Order and provide documentation supporting such Second Lien Lender's position, and the portion of the Non-Crossover Second Lien Credit Agreement Claims Distribution subject to such dispute shall be escrowed pending resolution of such dispute. The Bankruptcy Court shall retain jurisdiction to resolve any dispute regarding the accuracy and completeness of the Non-Crossover Second Lien Schedule.

5.3 *Other General Unsecured Claims – Class 4B.*

Except to the extent that a holder of an Other General Unsecured Claim agrees to different treatment, on and after the Effective Date, all holders of Other General Unsecured Claims shall receive their Pro Rata share of $500,000.

5.4 ***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 in dollar amount and more than one-half 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 4B 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 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 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 Non-Crossover Second Lien Credit Agreement Claims, Allowed Electing Ordinary Course General Unsecured Claims and Allowed Other General Unsecured Claims, as applicable; 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 may be converted from corporations to limited liability companies or limited partnerships on or after the Effective Date (the "**Corporate Form Conversion**"). In the event of a Corporate Form Election, on or after 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 actions (including those actions the Debtors or the Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or a simplification of the overall corporate structure) 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: (a) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors; and (b) 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 defined in the First Lien Credit Agreement), the First Lien Credit Facility 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 Credit Facility 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: (1) effectuate all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (2) make all applicable Distributions or payments contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) 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 8.10 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 that 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 shall 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: (i) the address of such holder on the books and records of the Debtors or their agents; or (ii) 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, that such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one 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 draft, 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 one-half will be rounded to the next higher whole number; and (ii) fractions less than one-half 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 8.9(j) 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 under the Plan, and Distributions under the Plan shall be subject to all applicable tax reporting requirements. Any disbursing party making any Distribution pursuant to the Plan has the right, but not the obligation, not to make a Distribution unless and until the applicable recipient has made

arrangements satisfactory to the disbursing party for the payment of any tax obligations. Any party entitled to receive an Distribution under the Plan will be required, if so requested, to deliver to the disbursing party any tax forms, documentation or certifications that may be requested by the disbursing party to establish the amount of withholding or exemption therefrom.

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

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and the Reorganized Debtors and approved by the Bankruptcy Court on or after the Confirmation Date pursuant to or in furtherance of the Plan, including: (a) the transfers effectuated under the Plan; (b) the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code; (c) 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; (d) 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; and (e) the transactions described in Section 8.1 through Section 8.5 of the Plan, 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 execute the PIK Credit Agreement with respect to the PIK Loan. The PIK Loan shall, *inter alia*: (a) have a maturity date which is five years from the Effective Date; (b) be prepayable in whole or in part upon certain conditions in the PIK Credit Agreement; (c) bear an interest rate of 8.75% per annum, of which 1% per annum shall be payable semi-annually in cash and 7.75% per annum shall be payable semi-annually in kind and automatically capitalized and added to the outstanding principal balance of the loan; and (d) 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 Business Days after the later of (a) the Confirmation Order becoming a Final Order and (b) 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.

8.20 ***Application of Distributions.***

To the extent applicable, all Distributions to a holder of an Allowed Claim will apply first to the principal amount of such Claim until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date, and the remaining portion of such Distributions, if any, will apply to any interest accrued on such Claim after the Petition Date.

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 8.1 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 9.4(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: (i) 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; (ii) 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; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (iv) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

Notwithstanding any other provision hereof, nothing in the Plan, the Confirmation Order or section 1141 of the Bankruptcy Code, shall be construed as discharging, releasing or relieving any party, in any capacity, from any liability with respect to the Pension Plans under any law, government policy or regulatory provision. PBGC and the Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility against any party with such liability or responsibility as a result of any provisions for satisfaction, release, injunction, exculpation and discharge of Claims in the Plan and Confirmation Order.

(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; <u>provided</u>, <u>further</u>, 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 9.4(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 9.4(c) of the Plan.

(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 Other 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 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(a) 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 (1) 30 days after the determination of the Cure Amount and (2) 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.

THE 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 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-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: (i) 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 officers' 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 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 were 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, that 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: (i) the First Lien Credit Agreement or any of the documentation related thereto, including the First Lien Credit Agreement Amendment or (ii) 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.

Upon confirmation of the Plan, Debtor Alma Products I, Inc. shall assume and continue to maintain the Pension Plans, and, upon the effectiveness of such assumption, PBGC shall be deemed to have withdrawn with prejudice any contingent proofs of Claim filed by PBGC against the Debtors with respect to the Pension Plans. On and after the Effective Date, Debtor Alma Products, I, Inc. will contribute to the Pension Plans the amount necessary to satisfy the minimum funding standards under section 302 of ERISA, 29 U.S.C. § 1082 and section 412 of the Internal Revenue Code, 26 U.S.C. § 412.

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, that: (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
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E-mail: wilamowsky@chapman.com

and

Chapman and Cutler LLP
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Chicago, Illinois 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.

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Dated: February 21, 2017
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 1

LIST OF DEBTORS AND DEBTORS IN POSSESSION

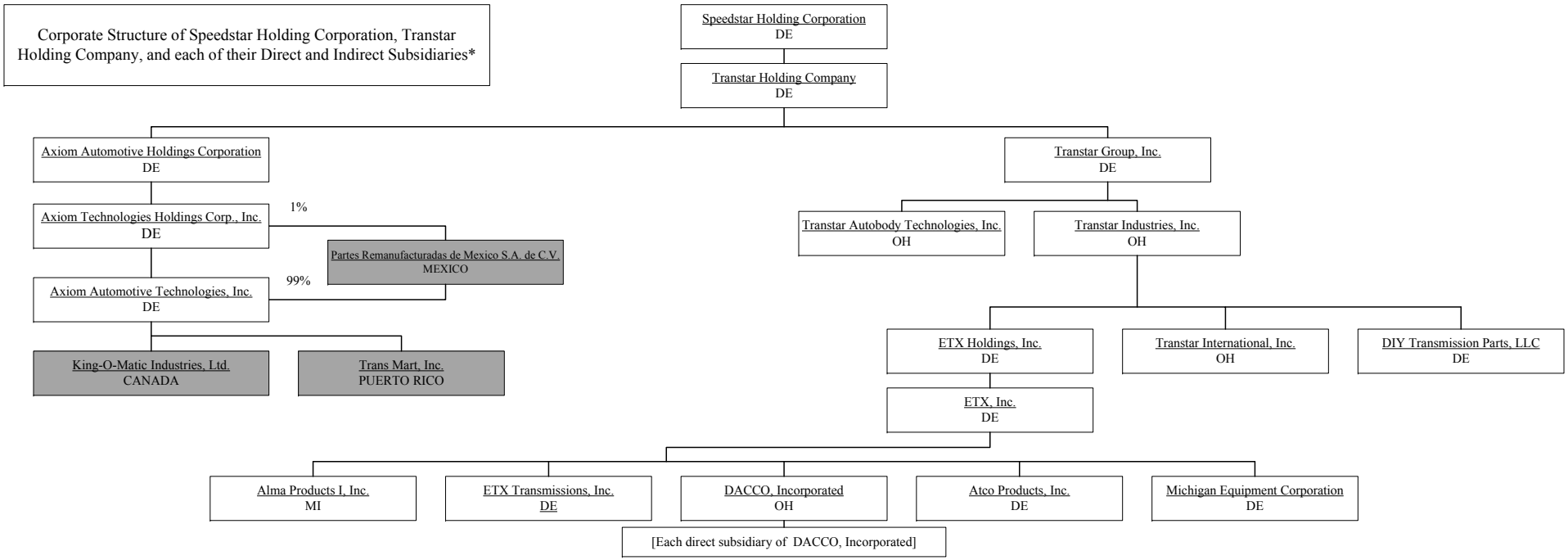
DEBTOR'S NAME AND EMPLOYER IDENTIFICATION NUMBER (EIN)	CASE NUMBER
ABC Transmission Parts Warehouse, Inc. (EIN: 62-1124283)	16-13263
Alma Products I, Inc. (EIN: 36-4277468)	16-13258
Atco Products, Inc. (EIN: 36-4451120)	16-13261
Axiom Automotive Holdings Corporation (EIN: 25-1815609)	16-13249
Axiom Automotive Technologies, Inc. (EIN: 36-4175382)	16-13251
Axiom Technologies Holding Corp., Inc. (EIN: 51-0413030)	16-13254
DACCO, Incorporated (EIN: 31-0727528)	16-13260
DACCO Transmission Parts (CA), Inc. (EIN: 95-2059023)	16-13285
DACCO Transmission Parts (CO), Inc. (EIN: 20-4916584)	16-13286
DACCO Transmission Parts (LA), Inc. (EIN: 27-1932980)	16-13287
DACCO Transmission Parts (NC), Inc. (EIN: 26-1236504)	16-13288
DACCO Transmission Parts (NJ), Inc. (EIN: 26-2841141)	16-13289
DACCO Transmission Parts (NM), Inc. (EIN: 20-2811236)	16-13290
DACCO Transmission Parts (NY), Inc. (EIN: 65-1199519)	16-13245
DACCO/Detroit of Alabama, Inc. (EIN: 63-1029469)	16-13264
DACCO/Detroit of Arizona, Inc. (EIN: 62-1467510)	16-13265
DACCO/Detroit of Chattanooga, Inc. (EIN: 62-1724587)	16-13266
DACCO/Detroit of Florida, Inc. (EIN: 62-1258128)	16-13267
DACCO/Detroit of Georgia, Inc. (EIN: 62-1660368)	16-13268
DACCO/Detroit of Indiana, Inc. (EIN: 35-1718377)	16-13269
DACCO/Detroit of Kentucky, Inc. (EIN: 62-1730345)	16-13270
DACCO/Detroit of Maryland, Inc. (EIN: 62-1865187)	16-13271
DACCO/Detroit of Memphis, Inc. (EIN: 62-1347291)	16-13272
DACCO/Detroit of Michigan, Inc. (EIN: 62-1522811)	16-13273
DACCO/Detroit of Minnesota, Inc. (EIN: 62-1312680)	16-13274
DACCO/Detroit of Missouri, Inc. (EIN: 62-1332727)	16-13275
DACCO/Detroit of New Jersey, Inc. (EIN: 62-1444093)	16-13276
DACCO/Detroit of Ohio, Inc. (EIN: 31-0943792)	16-13277

DEBTOR'S NAME AND EMPLOYER IDENTIFICATION NUMBER (EIN)	CASE NUMBER
DACCO/Detroit of Oklahoma, Inc. (EIN: 62-1504662)	16-13278
DACCO/Detroit of Pennsylvania, Inc. (EIN: 62-1718101)	16-13279
DACCO/Detroit of South Carolina, Inc. (EIN: 62-1566285)	16-13280
DACCO/Detroit of Texas, Inc. (EIN: 62-1527215)	16-13281
DACCO/Detroit of Virginia, Inc. (EIN: 62-1726972)	16-13282
DACCO/Detroit of West Virginia, Inc. (EIN: 62-1607862)	16-13283
DACCO/Detroit of Wisconsin, Inc. (EIN: 01-0696394)	16-13284
DIY Transmission Parts, LLC (EIN: 26-4804443)	16-13246
ETX Holdings, Inc. (EIN: 20-8080247)	16-13255
ETX Transmissions, Inc. (EIN: 26-1096362)	16-13259
ETX, Inc. (EIN: 36-4282359)	16-13257
Michigan Equipment Corporation (EIN: 27-1063229)	16-13262
Nashville Transmission Parts, Inc. (EIN: 62-0808881)	16-13291
Speedstar Holding Corporation (EIN: 27-4105351)	16-13247
Transtar Autobody Technologies, Inc. (EIN: 34-1844194)	16-13252
Transtar Group, Inc. (EIN: 20-3323464)	16-13250
Transtar Holding Company (EIN: 20-3323429)	16-13248
Transtar Industries, Inc. (EIN: 34-1160632)	16-13253
Transtar International, Inc. (EIN: 20-4449464)	16-13256

EXHIBIT 2

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 3

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 4

Reorganized Debtors'
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.

[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**