

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	:	<b>Chapter 11</b>
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<b>ROUST CORPORATION, et al.</b>	:	<b>Case No. 16-23786 (RDD)</b>
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<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
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**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER (I) APPROVING  
(A) THE DISCLOSURE STATEMENT PURSUANT TO SECTIONS 1125 AND  
1126(c) OF THE BANKRUPTCY CODE, (B) THE PREPETITION  
SOLICITATION PROCEDURES, AND (C) FORMS OF BALLOTS, AND  
(II) CONFIRMING THE AMENDED AND RESTATED JOINT PREPACKAGED  
CHAPTER 11 PLAN OF ROUST CORPORATION, ET AL.**

Upon the motion (the "Motion") of the Debtors for entry of (i) an order (a) scheduling a combined hearing on the adequacy of the Disclosure Statement (as defined below) and confirmation of the Amended and Restated Joint Prepackaged Chapter 11 Plan of Reorganization of Roust Corporation, et al. dated December 30, 2016 (as the same has been or may be modified or supplemented, including by the Plan Supplement (as defined below), the "Plan") [Docket No. 8], a copy of which is attached hereto as Exhibit A<sup>2</sup>, (b) approving the form and manner of the Combined Notice (as defined below), and (c) approving the procedures for objecting to the Disclosure Statement and Plan, and (d) directing the deferral of the meeting of creditors pursuant to Bankruptcy Code section 341(a), and (ii) an order (the "Confirmation Order") (a) approving the prepetition solicitation procedures (the "Solicitation Procedures"), (b)

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<sup>1</sup> The Debtors and their respective addresses are as follows: Roust Corporation, 777 Westchester Avenue, Suite 101, White Plains, New York 10604 and CEDC Finance Corporation International, Inc. and CEDC Finance Corporation LLC, 1209 Orange Street, Wilmington, Delaware 19801.

<sup>2</sup> Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Plan.

approving the adequacy of the Disclosure Statement, and (c) confirming the Plan; and, upon the Court's order granting in part, the Motion (the "Scheduling Order"); and the Court having considered the Debtors' Memorandum of Law in Support of Entry of an Order Confirming the Amended and Restated Joint Prepackaged Chapter 11 Plan of Roust Corporation, et al. Dated December 30, 2016 (the "Confirmation Brief") [Docket No. 13], the Declaration of Grant Winterton in Support of Chapter 11 Petitions, First Day Pleadings, and Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization of Roust Corporation, et al. (the "First Day Declaration") [Docket No. 2], the Declaration of David R. Hilty in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of Roust Corporation, et al. (the "Hilty Declaration") [Docket No. 10], and the Declaration of Jane Sullivan of Epiq Corporate Restructuring Regarding Service of Solicitation Packages and Tabulation of Ballots Cast on the Joint Prepackaged Chapter 11 Plan of Reorganization of Roust Corporation, et al. (the "Tabulation Declaration") [Docket No. 11], each filed by the Debtors in advance of the Confirmation Hearing; and upon the objection of the U. S. Trustee to the Motion and confirmation of the Plan; and upon the record of the hearing held by the Court on January 6, 2017 pursuant to sections 105(d)(2)(B)(vi), 1125, 1128 and 1129 of the Bankruptcy Code to consider approval of the remaining relief requested in the Motion, the Disclosure Statement, and confirmation of the Plan (the "Confirmation Hearing"); and the Court having admitted into the record and considered the evidence in support of the Motion at the Confirmation Hearing; and the Court having taken judicial notice of the contents of the docket of the above-captioned Chapter 11 Cases (as defined below) maintained by the clerk of the Court and/or its duly-appointed agent, including all pleadings and other documents filed and orders entered thereon; and after due deliberation thereon and good and sufficient cause appearing therefor, it is hereby

DETERMINED, FOUND, ORDERED, ADJUDGED, AND DECREED THAT:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW<sup>3</sup>**

A. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). This Court has jurisdiction over the above-captioned jointly administered chapter 11 cases of the Debtors (the "Chapter 11 Cases") pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Approval of the remaining relief requested in the Motion, including approval of the Disclosure Statement and Solicitation and confirmation of the Plan, are core proceedings pursuant to 28 U.S.C. § 157(b)(2)(L), 28 U.S.C. § 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.), and this this Court has jurisdiction to enter a final order with respect thereto. This Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Chapter 11 Petitions. On December 30, 2016 (the "Petition Date"), each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No committee of unsecured creditors or other statutory committee has been appointed under section 1102 of the Bankruptcy Code. Further, in accordance with an order of this Court, the Chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

C. Filing of Plan and Disclosure Statement. On December 30, 2016, the Debtors filed the Amended and Restated Joint Prepackaged Plan of Reorganization of Roust

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<sup>3</sup> Each finding of fact set forth or incorporated herein, to the extent it is or may be deemed a conclusion of law, shall also constitute a conclusion of law. Each conclusion of law set forth or incorporated herein, to the extent it is or may be deemed a finding of fact, shall also constitute a finding of fact.

Corporation, et al. [Docket No. 8]. Concurrently therewith, the Debtors filed the Offering Memorandum, Consent Solicitation Statement and Disclosure Statement Soliciting Acceptances of the Joint Prepackaged Plan of Reorganization, dated December 1, 2016 (the "Disclosure Statement") [Docket No. 9].

D. Plan Supplement. On January 5, 2017 the Debtors filed a supplement (the "First Plan Supplement") to the Plan [Docket No. 28]. The Plan Supplement discloses the identity of the directors and officers of the Reorganized Debtors and the compensation of directors and officers of the Reorganized Debtors. The Plan Supplement also attaches the New Senior Secured Notes Indenture, the Supplemental Indentures, the Reorganized Debtors' certificates of incorporation and bylaws, and the Investor Rights Agreement. On January 9, 2017 the Debtors filed a second supplement (the "Second Plan Supplement" and together with the First Plan Supplement, the "Plan Supplement") to the Plan [Docket No. 33]. The Second Plan Supplement contained amended disclosure with respect to the compensation of the directors and officers of the Reorganized Debtors, which also was set forth on the record of the Confirmation Hearing.

E. Transmittal of Solicitation Package. As set forth in the Tabulation Declaration, prior to the Petition Date, the Debtors, through their voting agent, Epiq Bankruptcy Solutions, LLC ("Epiq"), caused the applicable forms of ballots, in the forms attached to the Motion as Exhibits C and D (the "Ballots"), and copies of the Disclosure Statement and Plan (the "Solicitation Packages") to be served and distributed as required by sections 1125 and 1126 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 3017 and 3018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of New

York (the "Local Rules"), all other applicable provisions of the Bankruptcy Code, and all other rules, laws, and regulations applicable to such solicitation, including section 4(a)(2) of the Securities Act of 1933 (as amended, and including the rules and regulations promulgated thereunder, the "Securities Act"). The Plan and the Disclosure Statement were transmitted to all creditors entitled to vote on the Plan and sufficient time was prescribed for creditors to accept or reject the Plan. Such transmittal and service was adequate and sufficient under the circumstances and no other or further notice is or shall be required.

F. Mailing and Publication of Combined Notice. On or around December 1, 2016, the Debtors caused the Summary of Plan of Reorganization and Notice of Combined Hearing on Disclosure Statement and Plan Confirmation, attached to the Scheduling Order as Exhibit A (the "Combined Notice") to be mailed to all of the Debtors' known creditors and interest holders of record. See Affidavit of Service of Daniel Ramirez re: First Day Pleadings and Summary of Plan of Reorganization and Notice of Combined Hearing on Disclosure Statement and Plan Confirmation [Docket No. 14]. Additionally, the Debtors also published a notice (the "Publication Notice") substantially similar to the Combined Notice in the Financial Times international edition on December 7, 2016. See Affidavit of Publication of Hania Owsinski [Docket No. 15]. Publication of the Combined Notice was in substantial compliance with Bankruptcy Rule 2002(l). The Debtors have given proper, adequate and sufficient notice of the hearing to approve the Disclosure Statement as required by Bankruptcy Rule 3017(a). The Debtors have given proper, adequate and sufficient notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d). Due, adequate, and sufficient notice of the Disclosure Statement and the Plan, along with deadlines for filing objections to the Plan and the Disclosure

Statement, has been given to all known holders of Claims and Interests. No other or further notice is or shall be required.

G. Objections. All parties have had a full and fair opportunity to litigate all issues raised by objections to confirmation of the Plan. All objections and all reservations of rights that have not been withdrawn, waived or settled, if any, pertaining to the Solicitation Procedures, the Disclosure Statement, or the confirmation of the Plan are OVERRULED on the merits for the reasons stated by the Court at the Confirmation Hearing and herein.

H. Adequacy of Disclosure Statement. Because the Plan was solicited prior to the Petition Date, the adequacy of the Disclosure Statement is governed by Bankruptcy Code sections 1125(b) and (g). The information contained in the Disclosure Statement contained extensive material information regarding the Debtors so that the parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains “adequate information” as that term is defined in Bankruptcy Code section 1125(a) and complies with any additional requirements of the Bankruptcy Code and the Bankruptcy Rules, as well as with applicable non-bankruptcy law. The Disclosure Statement complies with the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous bold language the provisions of the Plan that provide for releases and injunctions against conduct not otherwise enjoined under the Bankruptcy Code and sufficiently identifies the persons and entities that are subject to the releases and injunctions.

I. Solicitation. Sections 1125(g) and 1126(b) of the Bankruptcy Code apply to the solicitation of acceptances and rejections of the Plan prior to the commencement of these Chapter 11 Cases. Votes for acceptance or rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and

3018, and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other rules, laws, and regulations. In particular, the solicitation of the Plan commenced on December 1, 2016, in accordance with applicable non-bankruptcy law, and the Voting Deadline remained open until December 30, 2016. The establishment of the Voting Deadline as December 30, 2016 was reasonable under Bankruptcy Rule 3018(b) and did not prescribe an unreasonably short time for creditors to accept or reject the plan. The form of the Ballots was adequate and appropriate and complied with Bankruptcy Rule 3018(c). The forms of the Ballots adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for the Classes entitled to vote to accept or reject the Plan. Accordingly, the solicitation of the Plan complied with the provisions of Bankruptcy Code section 1125(g).

J. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court in these Chapter 11 Cases, including the evidence presented at the Confirmation Hearing, all persons who solicited votes on the Plan, including any such persons released pursuant to Article IX.B and IX.C of the Plan, are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article IX.D of the Plan and (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Scheduling Order, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to the Plan, including the execution, delivery and performance of the Restructuring Support Agreement and solicitation of acceptances of the Plan, and (ii) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be,

liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of the securities under the Plan.

K. Tabulation Results. On December 30, 2016, the Debtors filed the Tabulation Declaration, certifying the method and results of the ballot tabulation for each of the Classes entitled to vote under the Plan (the "Voting Classes"). As evidenced by the Tabulation Declaration, all Voting Classes for which votes were received have accepted the Plan with respect to each of the Debtors in accordance with section 1126 of the Bankruptcy Code. All procedures used to tabulate the Ballots were fair and reasonable and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

L. Bankruptcy Rule 3016. The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the clerk of the Court simultaneously with the Plan satisfied Bankruptcy Rule 3016(b).

M. Modification of the Plan Does Not Require Re-solicitation. The Plan does not contain any modifications to the Debtors' prepackaged plan that was the subject of the foregoing solicitation that adversely changes the treatment of the Claims or Interests of any party in interest that has not accepted such modification in writing. Therefore, under Bankruptcy Code section 1127 and Bankruptcy Rule 3019(a) the Plan is deemed accepted by all parties in interest that previously accepted the plan and the Debtors need not provide any additional disclosure or re-solicitation.



N. Burden of Proof. As more fully set forth herein, the Debtors, as proponents of the Plan, have met their burden of proving each of the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan. The evidentiary record of the Combined Hearing supports the findings of facts and conclusions of law set forth in the following paragraphs.

O. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan satisfies section 1129(a)(1) of the Bankruptcy Code because it complies with the applicable provisions of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code as follows:

i. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). In particular, Article III of the Plan adequately and properly identifies and classifies all Claims and Interests. The Plan designates six (6) Classes of Claims and two (2) Classes of Interests. The Claims or Interests placed in each Class are substantially similar to other Claims or Interests, as the case may be, in each such Class, and such classification therefore satisfies section 1122 of the Bankruptcy Code. Valid business and legal reasons exist for the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims or Interests. Thus, the Plan satisfies section 1123(a)(1) of the Bankruptcy Code.

ii. Specified Treatment of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). The Plan specifies in Article III that Classes 1, 4, 5, 6, and 8 are Unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code. Article II of the Plan specifies that Allowed Administrative Claims (except for Claims for Accrued Professional Compensation) and Priority Tax Claims will be paid in full in accordance with the terms of the

Plan, although these Claims are not classified under the Plan. Interest will be paid on administrative expense claims owed to the United States under 11 U.S.C. § 503(b)(1).

iii. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).

The Plan specifies in Article III that Classes 2, 3, and 7 are Impaired under the Plan and sets forth the treatment of the Impaired Classes in Article III of the Plan, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

iv. No Discrimination (11 U.S.C. § 1123(a)(4)). Article III of the Plan

provides for the same treatment for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Accordingly, the Plan satisfies section 1123(a)(4) of the Bankruptcy Code.

v. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). Article V of

the Plan provides adequate and proper means for implementation of the Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code.

vi. Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)). Article V.E

of the Plan provides that the organizational documents of each Reorganized Debtor shall be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code, including section 1123(a)(6). Accordingly, the Plan satisfies section 1123(a)(6) of the Bankruptcy Code.

vii. Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)). The

Debtors have identified proposed directors and officers of the Reorganized Debtors. Officers of each of the Debtors immediately prior to the Effective Date will remain officers of each of the Reorganized Debtors on the Effective Date. The Plan Supplement discloses the identity of the members of the new board of each of the Reorganized Debtors. The manner of selection and appointment of directors of each of the Reorganized Debtors under the Plan is consistent with the

interests of holders of Claims and Interests and with public policy and, thus, satisfies section 1123(a)(7) of the Bankruptcy Code.

viii. Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). In accordance with section 1123(b)(1) of the Bankruptcy Code, Article III of the Plan, as modified by this Order, impairs or leaves Unimpaired, as the case may be, each Class of Claims and Interests.

ix. Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). In accordance with section 1123(b)(2) of the Bankruptcy Code, Article VI of the Plan provides for the assumption, assumption and assignment, or rejection, if applicable, of the Executory Contracts and Unexpired Leases of the Debtors that have not been previously assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code.

x. Settlement and Preservation of Claims and Causes of Action (11 U.S.C. § 1123(b)(3)). In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, settlements and compromises under the Plan of, among other things, causes of action subject to the releases and exculpation provided in Article IX of the Plan, are a valid exercise of the Debtors' business judgment, are fair, reasonable, and in the best interest of the Debtors. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code and Article V.Q of the Plan, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Releases by the Debtors provided by Article IX.B of the Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

xi. Modification of Rights (11 U.S.C. § 1123(b)(5)). In accordance with section 1123(b)(5) of the Bankruptcy Code, Article III of the Plan modifies or leaves unaffected, as the case may be, the rights of certain holders of Claims and Interests in Classes 1 through 8.

xii. Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). In accordance with section 1123(b)(6) of the Bankruptcy Code, the Plan includes additional appropriate provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code.

xiii. Debtors Are Not Individuals (11 U.S.C. § 1123(c)). The Debtors are not individuals and section 1123(c) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

xiv. Cure of Defaults (11 U.S.C. § 1123(d)). In accordance with section 1123(d) of the Bankruptcy Code, Article VI.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. All Cure Claims will be determined in accordance with the underlying agreements and applicable law. The Reorganized Debtors have provided adequate assurance of cure or prompt cure with respect to each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan.

P. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Scheduling Order, and other orders of this Court, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. In particular, the Debtors are proper debtors under section 109 of the Bankruptcy Code. The Debtors are proper proponents of the Plan pursuant to section 1121(a) of the Bankruptcy Code. The Debtors, as proponents of the Plan, complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the

Scheduling Order in transmitting the Plan, the Disclosure Statement, the Ballots and notices and in soliciting and tabulating votes on the Plan.

Q. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan in good faith, for proper purposes, and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the formulation of the Plan and all modifications thereto. The Plan is based upon the Restructuring Support Agreement entered into by the Debtors and certain of their principal constituencies, including the Consenting Senior Secured Noteholders, the Consenting Convertible Noteholders, and the Russian Standard Parties (collectively, the "Plan Support Parties") on November 9, 2016. To implement the terms of the Restructuring Support Agreement and the Plan, the Debtors commenced the Chapter 11 Cases with a good faith belief that they were in need of reorganization and that the reorganization contemplated in the Restructuring Support Agreement and the Plan were the best restructuring alternatives available to the Debtors. The Plan was negotiated and proposed with the intention of accomplishing a successful reorganization, and for no ulterior purpose. The Debtors' and Plan Support Parties' good faith is evident from the facts and records of the Chapter 11 Cases, the Disclosure Statement, the Plan, the record of the Confirmation Hearing and the other proceedings in these Chapter 11 Cases. The Plan fairly achieves a result consistent with the objectives and purposes of the Bankruptcy Code, including the provisions of the Bankruptcy Code favoring consensual reorganization such as "prepackaged" chapter 11 cases and is consistent with other prepackaged cases that have been filed before this Court. The Plan is the result of extensive good faith, arm's-length negotiations between the Debtors and certain of their

principal constituencies, including the Plan Support Parties. As evidenced by the overwhelming acceptance of the Plan by each of the Voting Classes, the Plan achieves the goal of consensual reorganization embodied by the Bankruptcy Code. The Debtors, the Plan Support Parties, and each of their respective partners, officers, directors, employees, advisors and professionals (i) acted in good faith in negotiating, formulating, and proposing, where applicable, the Plan and the agreements, compromises, settlements, transactions, and transfers contemplated thereby, and (ii) will be acting in good faith in proceeding to (a) consummate the Plan and the agreements, compromises, settlements, transactions, transfers, and documentation contemplated by the Plan, including, but not limited to, the Plan Supplement documents, and (b) take any actions authorized and directed or contemplated by this Confirmation Order. Thus, the Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

R. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

The procedures set forth in the Plan and in this Order for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

S. Board of Managers, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have sufficiently disclosed the initial members of the new board of each of the Reorganized Debtors, including the identity of any insider that will be employed or retained by the Reorganized Debtors. The Debtors have also disclosed the process and procedure for selecting additional members of the new board of each of the Reorganized Debtors. The Plan Supplement discloses the identity of the members of the new board of each of the Reorganized Debtors. The appointment to, or continuance in, such office of each individual, and the methods

established therefore, are consistent with the interests of holders of Claims and Interests, and with public policy. Therefore, section 1129(a)(5) of the Bankruptcy Code is satisfied with respect to the Plan.

T. No Rate Changes (11 U.S.C. § 1129(a)(6)). Section 1129(a)(6) of the Bankruptcy Code is satisfied because the Plan does not provide for any change in rates over which a governmental regulatory commission has jurisdiction.

U. Best Interests Test (11 U.S.C. § 1129(a)(7)). The liquidation analysis attached as Appendix E to the Disclosure Statement, the Hilty Declaration, the First Day Declaration, and other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) are based upon reasonable and sound assumptions, (iii) provide a reasonable estimate of the liquidation values of the Debtors in the event the Debtors were liquidated under Chapter 7 of the Bankruptcy Code, and (iv) establish that each holder of a Claim or Interest in an Impaired Class that has not accepted the Plan will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date. Therefore, the Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

V. Acceptance By Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1, 4, 5, 6, and 8 are Unimpaired by the Plan, as modified by this Order, and, therefore, under section 1126(f) of the Bankruptcy Code, such Classes are conclusively presumed to have accepted the Plan. Classes 2 and 3 were entitled to vote on the Plan and each of such Classes has voted to accept the Plan. Accordingly, Bankruptcy Code section 1129(a)(8) has been satisfied with respect to Classes 1 through 6 and 8. Class 7 was deemed to reject the Plan pursuant to

Bankruptcy Code section 1126(g), but, as found below, the Plan is confirmable under Bankruptcy Code section 1129(b) notwithstanding the rejections by such Class. Therefore, section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to Class 7.

W. Treatment of Administrative and Priority Tax Claims and Priority Non-Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims and Priority Non-Tax Claims under the Plan satisfies the requirements of section 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims under the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code.

X. Acceptance By Impaired Class (11 U.S.C. § 1129(a)(10)). At least one Impaired Class of Claims voted to accept the Plan determined without including any acceptance of the Plan by any "insiders." Therefore, section 1129(a)(10) of the Bankruptcy Code is satisfied with respect to the Plan.

Y. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan does not provide for the liquidation of all or substantially all of the property of the Debtors. The financial projections in Appendix D to the Disclosure Statement, the valuation analysis in Appendix F to the Disclosure Statement, the Hilty Declaration, the First Day Declaration, and the evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other credible evidence or sufficiently challenged in any of the objections to the Plan, and (iii) establish that the Plan is feasible and that confirmation of the Plan is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization of the Reorganized Debtors. Therefore, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code.



Z. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Debtors have paid or, pursuant to the Plan, will pay by the Effective Date, fees payable under 28 U.S.C. § 1930 and any statutory interest thereon, thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

AA. Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(13)-(16)). Sections 1129(a)(13)-(16) are inapplicable as the Debtors (i) do not have employees or retiree benefit obligations (1129(a)(13)), (ii) have no domestic support obligations (1129(a)(14)), (iii) are not individuals (1129(a)(15)), and (iv) are for-profit businesses (1129(a)(16)).

BB. Section 1129(b); Confirmation of Plan Over Nonacceptance of Impaired Classes. Holders of Interests in Class 7 are deemed to have rejected the Plan (the "Deemed Rejecting Class"). All of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8) with respect to such Class, have been met. Notwithstanding the fact that the Deemed Rejecting Class is deemed to reject the Plan and thus does not satisfy Bankruptcy section 1129(a)(8), the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because the Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class (which, the Court has found, also supports confirmation of the Plan). After entry of this Confirmation Order and upon consummation of the Plan, the Plan shall be binding upon the members of the Deemed Rejecting Class.

CC. The Plan does not unfairly discriminate because members within the Class are treated similarly. In particular, all of the Class 7 Existing Roust Interests are placed into a single class and given the same treatment. Accordingly, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Class or any other Class of Claims or Interests.

DD. The Plan is fair and equitable with respect to the Deemed Rejecting Class, because, in accordance with Bankruptcy Code section 1129(b)(2)(B) and (C), there are no

holders of Claims or Interests junior to the holders of Class 7 Existing Roust Interests who will receive or retain any property under the Plan. Moreover, pursuant to the Plan, no holders of Claims against the Debtors senior to the Deemed Rejecting Class are receiving more than full payment on account of such Claims against the Debtors. Additionally, the reinstatement of Class 6 Intercompany Claims and Class 8 Intercompany Interests, should the Debtors choose to do so, does not violate Bankruptcy Code sections 1129(b)(2)(B) and (C). The senior creditors, who are entitled to all value under the Plan, have consented to these Classes being reinstated. The potential preservation of Intercompany Claims and Intercompany Interests is a means to preserve the Reorganized Debtors' corporate structure that does not enable any claimholder or interest holder junior to the Deemed Rejecting Class to retain or recover any value under the Plan. Accordingly, the reinstatement of Class 6 Intercompany Claims and Class 8 Intercompany Interests is consistent with the requirement that no holders of Claims or Interests junior to the holders of Claims or Interests in the Deemed Rejecting Class will receive or retain any property under the Plan on account of such Claims or Interests. Accordingly, the Plan is fair and equitable and does not discriminate unfairly, as required by section 1129(b) of the Bankruptcy Code, and may be confirmed under Bankruptcy Code section 1129(b) notwithstanding the Deemed Rejecting Classes' deemed rejection of the Plan.

EE. Only One Plan (11 U.S.C. § 1129(c)). Only one Plan is being sought to be confirmed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

FF. Principal Purpose of Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the

Securities Act of 1933 (15 U.S.C. § 77e). Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

GG. Small Business Case (11 U.S.C. § 1129(e)). Section 1129(e) is inapplicable because these Chapter 11 Cases do not qualify as small business cases thereunder.

HH. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

II. Executory Contracts. The Debtors have exercised reasonable business judgment in determining whether to assume or reject their Executory Contracts and Unexpired Leases pursuant to Article VI of the Plan. Each assumption of an Executory Contract or Unexpired Lease pursuant to Article VI of the Plan shall be legal, valid and binding upon the applicable Debtor or Reorganized Debtor and their assignees or successors and all non-Debtor parties (and their assignees or successors) to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption had been effectuated pursuant to an order of the Court entered before the date of the entry of this Confirmation Order (the "Confirmation Date") under section 365 of the Bankruptcy Code.

JJ. Adequate Assurance. The Debtors have cured, or provided adequate assurance that the Reorganized Debtors will promptly cure, defaults (if any) under or relating to each of the Executory Contracts and Unexpired Leases that is being assumed by the Debtors pursuant to the Plan.

KK. Releases and Discharges. This Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunction, exculpation, and releases set forth in Article IX of the Plan, as modified by this Order. Each of the injunctions

and releases set forth in Article IX of the Plan, as modified by this Order, is fair and necessary to the Plan, thereby satisfying the requirements of In re Metromedia Fiber Network, Inc., 416 F.3d 136 (2d Cir. 2005), and other applicable case law. Such releases and injunctions are given in exchange for and are supported by fair, sufficient, and adequate consideration provided by each and all of the parties obtaining such releases. Pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases and injunctions set forth in the Plan and implemented by this Order are fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and the holders of claims and equity interests. This Court's findings of fact to support the approval of the Plan's injunctions and releases provisions, based on the record established at the Confirmation Hearing, including the First Day Declaration, are set forth below.

(a) Compromise and Settlement. The Plan memorializes the significant compromises and agreements by and among the Released Parties that were agreed upon in the Restructuring Support Agreement and as reflected in the Plan. The Released Parties' commitments under the Restructuring Support Agreement and the Plan are contingent upon the corresponding commitments by the other Released Parties and the Releasing Parties. In consideration for the classification, distributions, and other benefits provided under the Plan (including the releases, exculpations, and injunctions), the provisions of the Plan constitute a good faith compromise and settlement of all Causes of Action and controversies among the Released Parties to the extent and subject to the terms set forth in the Plan, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, relating to or in connection with the

business or affairs of or transactions with the Debtors or as otherwise set forth in the Plan. These compromises and settlements are (i) in the best interests of the Debtors, their Estates and creditors, and other parties in interest, (ii) fair, equitable, proposed in good faith and reasonable, and (iii) an essential element of the resolution of these Chapter 11 Cases in accordance with the Plan. Each of the release, injunction, exculpation, and indemnification provisions set forth in the Plan, as modified hereby, (i) is within the jurisdiction of the Court under 28 U.S.C. §§ 157(a), 157(b)(2), and 1334(a), (ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code, (iii) is an integral element of the transactions incorporated into the Plan, (iv) confers a material benefit on, and is in the best interest of, the Debtors, their Estates and their creditors, (v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the Released Parties, and (vi) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.

(b) Fairness.

(i) The Released Parties have provided, or have agreed to provide, a substantial contribution that was essential to make the Plan feasible and to provide a fair result and fair consideration for affected creditors.

(ii) The Consenting Noteholders, the Steering Committees, and the members thereof have provided substantial and necessary contributions in exchange for their Releases, including, among other things, (a) relinquishing their Existing Senior Secured Notes Claims and/or Existing Convertible Notes Claims, as applicable, and any other potential claims against the Released Parties, including, importantly, the Non-Debtor Affiliates, (b) voting in favor of the Plan, and (c) consenting to the Proposed Amendments in the

Consent Solicitation. Under the Plan, the Consenting Noteholders' relinquishment of their Existing Notes Claims in exchange for the consideration under the Plan will allow the Debtors to significantly reduce their debt burden by approximately \$462 million. Moreover, the Consenting Noteholders' releases were negotiated as part of the Restructuring Support Agreement, which provided concrete evidence to the market of the support of the Consenting Noteholders and in turn provided stability to the Debtors' business while they navigated the restructuring process.

(iii) The Backstop Noteholders have also received bargained for Releases in exchange for providing substantial and necessary contributions. The Share Placement, which is being backstopped by the Backstop Noteholders, is an essential part of the Debtor' reorganization efforts as it will provide critical liquidity to the Debtors. The Backstop Noteholders are providing the Debtors with assurance that the \$55 million of New Common Stock in Reorganized Roust will be purchased in connection with the Share Placement, thereby guaranteeing that the Debtors receive such necessary liquidity.

(iv) The Russian Standard Parties have provided unique and substantial contributions necessary to implement the restructuring contemplated by the Plan. In particular, the Russian Standard Parties are providing significant value by contributing strategic assets, namely RSV and all related RSV intellectual property. The contribution of RSV was essential to gaining the support of the Consenting Noteholders for the Restructuring. In addition, certain of RTL's non-Roust subsidiaries will convert debt owed by subsidiaries of Roust into equity, and the Russian Standard Parties will allocate

1.0% of the equity received in Reorganized Roust to holders of Existing Convertible Notes and 6.0% of the equity received in Reorganized Roust to participants in the Share Placement. Without the considerable contributions of the Russian Standard Parties, the restructuring contemplated by the Plan would not be achievable.

(v) The Debtors' management and other Released Parties have made unique and substantial commitments of time and effort to bring the proposed restructuring before the Court for confirmation. In particular, the Debtors' management will continue to work in their present roles for the Reorganized Debtors and, as such, make indispensable contributions to the successful reorganization of the Debtors. Moreover, continuity of management in light of the proposed restructuring was important to the Consenting Noteholders. In addition, as an integral aspect of the Plan, Reorganized Roust is assuming all of its indemnification obligations to directors and officers under its charter, a copy of which is included in the Plan Supplement. Therefore, a suit against the officers and directors effectively would constitute a suit against reorganized Roust and hence, would defeat the purposes of Plan discharge and injunction provisions. In addition, the Indenture Trustees and the Existing Notes Agents are providing valuable contributions to the reorganization by assisting with and helping to effect the distributions under the Plan. Further, as the Debtors are holding companies that do not operate, the proposed restructuring would not be possible without the contributions of the operating Non-Debtor Affiliates whose revenue streams will ultimately fund consideration under the Plan, including the New Senior Secured

Notes. In addition, the Non-Debtor Affiliates will guarantee the New Senior Secured Notes and pledge assets to secure those guarantees.

(vi) Each of the non-Debtor Released Parties will waive their Claims and any distributions, other than those distributions provided for in the Plan, to which each would be entitled on account of such Claims against the Debtors and the other Released Parties or have otherwise provided substantial contributions to the Plan. These compromises provide a substantial contribution and are critical to the Plan. This support combined with the Consenting Noteholders' agreement to receive substantially less debt in the Reorganized Debtors constitutes contributions of substantial value to the proposed restructuring.

(vii) As reflected in the Tabulation Declaration, Holders of 100% of all Existing Senior Secured Notes Claims and 100% of all Existing Convertible Notes Claims that voted, voted in support of the Plan, thus confirming the reasonableness of the settlements. Accordingly, the Plan has been overwhelmingly accepted by the Classes of creditors primarily affected by the releases.

(viii) Each non-consenting holder of a Claim or Interest will receive more value under the Plan than they would in liquidation and, accordingly, receive fair and reasonable consideration in exchange for the releases and injunctions under the Plan.

(c) Necessity to the Reorganization. The injunction and release provisions of the Plan, as modified by this Order, are critical to the success of the Plan. Without



the releases, and the enforcement of such releases through the Plan's injunction provisions, the Released Parties are not willing to make their contributions under the Plan. Absent those contributions, the Debtors will be unable to satisfy their obligations under the Restructuring Support Agreement and no chapter 11 plan will be feasible. The Plan injunction is necessary to preserve and enforce the Debtors' releases, the non-Debtors' releases, and the exculpation provision for the Exculpated Parties and is narrowly tailored to achieve that purpose.

(d) Record Supports Specific Findings. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the injunction and release provisions contained in the Plan, as modified hereby.

LL. Issuance of New Common Stock. Issuance of the New Common Stock is an essential element of the Plan and is in the best interests of the Debtors, their Estates, and their creditors. The Debtors are authorized, without further approval of this Court or any other party, to issue the New Common Stock in accordance with the Plan and to execute and deliver all agreements, documents, instruments, and certificates relating thereto in consultation with the Steering Committees.

MM. Issuance of New Senior Secured Notes. Issuance of the New Senior Secured Notes is an essential element of the Plan and is in the best interests of the Debtors, their Estates, and their creditors. The Debtors are authorized, in consultation with the Consenting Senior Secured Notes Steering Committee and without further approval of this Court or any other party, to issue the New Senior Secured Notes in accordance with the Plan and to execute and deliver all agreements, documents, instruments, and certificates relating thereto.

NN. Supplemental Indentures and Collateral and Guarantee Release. The Supplement Indentures and Collateral and Guarantee Release as provided in Article V.K of the

Plan (the "Supplemental Indentures and Collateral and Guarantee Release") are legal, valid, enforceable and binding without the need for further approval or agreement under the Existing Notes Indentures, by the directors or officers of the Debtors or the Reorganized Debtors, the Indenture Trustees, any Existing Notes Agent or otherwise. The Supplemental Indentures and Collateral and Guarantee Release are and are deemed to be executed and effective in all regards and in accordance with their terms. The Supplemental Indentures and Collateral and Guarantee Release are essential elements of the Plan and are in the best interests of the Debtors, their Estates, and their creditors.

OO. Restructuring Transactions. The Reorganized Debtors' entry into and assumption of all obligations under and in respect of the transactions contemplated by Article V of the Plan and the other transactions contemplated by the Plan (collectively, the "Restructuring Transactions") is an exercise of reasonable business judgment, proposed in good faith, critical to the success and feasibility of the Plan and in the best interests of the Debtors, the Reorganized Debtors, the Estates and creditors. The Restructuring Transactions were negotiated, proposed, and entered into or will be entered into, as the case may be, by the Debtors, the Reorganized Debtors, and the counterparties thereto without collusion, in good faith, and from arm's-length bargaining positions. All documents heretofore executed in connection with the Restructuring Transactions are valid, binding and enforceable agreements and are not in conflict with any applicable federal or state law, and all documents to be executed following entry of this Confirmation Order in connection with the Restructuring Transactions, upon their execution, will be valid, binding and enforceable agreements and will not be in conflict with any applicable federal or state law.

PP. Plan Conditions to Confirmation. The conditions to confirmation set forth in Article X of the Plan have been satisfied or waived in accordance with the terms of the Plan.

QQ. Plan Conditions to Consummation. Each of the conditions to the Effective Date, as set forth in Article X of the Plan, is reasonably likely to be satisfied or waived in accordance with the terms of the Plan.

RR. Retention of Jurisdiction. The Court properly may retain jurisdiction over the matters set forth in Article XII of the Plan.

### **DECREES**

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

#### **Confirmation of Plan and Related Matters**

1. Approval Of Disclosure Statement. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement is approved under Bankruptcy Code sections 1125(a) and 1125(g).

2. Solicitation. The Solicitation Procedures, including the procedures for transmittal of Solicitation Packages, the form of Ballots, the Voting Deadline, and all other solicitation materials are approved under sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Local Rules, all other applicable provisions of the Bankruptcy Code, and all other rules, laws, and regulations applicable to such solicitation.

3. Confirmation. The Plan, in the form attached hereto as Exhibit A, including all provisions thereof and all Exhibits attached thereto, is approved and confirmed under section 1129 of the Bankruptcy Code. All acceptances and rejections previously cast for or against the Plan are hereby deemed to constitute acceptances or rejections of the Plan in the form attached to this Order.

4. Confirmation Order Binding on All Parties. Subject to the provisions of the Plan and Bankruptcy Rule 3020(e), in accordance with section 1141(a) of the Bankruptcy

Code and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the terms of the Plan and this Confirmation Order shall be binding upon, and inure to the benefit of: (a) the Debtors; (b) the Reorganized Debtors; (c) any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan); (d) any other person giving, acquiring or receiving property under the Plan; (e) any and all non-Debtor parties to executory contracts or unexpired leases with any of the Debtors; and (f) the respective heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing. On the Effective Date, all settlements, compromises, releases, waivers, discharges, exculpations and injunctions set forth in the Plan shall be effective and binding on all Persons who may have had standing to assert any settled, released, discharged, exculpated or enjoined causes of action, and no other Person or entity shall possess such standing to assert such causes of action after the Effective Date.

5. Notice. Notice of the Motion, the Plan, the exhibits thereto (and all amendments and modifications thereto), the Disclosure Statement, the Solicitation Packages and the Confirmation Hearing was proper and adequate.

6. Objections to the Plan Are Overruled. All objections and all reservations of rights that have not been withdrawn, waived or settled, pertaining to the confirmation of the Plan are **OVERRULED** in their entirety and on the merits, and all withdrawn objections or responses are hereby deemed withdrawn with prejudice.

7. Effectiveness of All Actions. All actions contemplated by the Plan are hereby authorized and approved in all respects (subject to the provisions of the Plan). The

approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of any Debtor or Reorganized Debtor or any officer or director thereof to take any and all actions necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order. Pursuant to this Order and other applicable law, the Debtors and the Reorganized Debtors are authorized and empowered, without action of their respective stockholders or members or boards of directors or managers (but subject to consent rights, if any, set forth in the Plan) to take any and all such actions as any of their executive officers may determine are necessary or appropriate, in consultation with the Steering Committees to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order.

8. Revesting of Assets and Operation as of the Effective Date. Except as otherwise explicitly provided in the Plan, on the Effective Date, all property comprising the Estates and all Causes of Action (except those released by the Debtors pursuant to Article IX.B of the Plan) shall revest in each of the Debtors and, ultimately, in the Reorganized Debtors, free and clear of all Claims, Liens and Interests of any entity other than the Debtors, other than as expressly provided in the Plan. No Person (other than the Released Parties to the extent of the relevant release or releases) may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Person (other than the Released Parties to the extent of the relevant release or releases), except as otherwise provided in the Plan. As of the Effective Date, each of

the Reorganized Debtors may operate its business and use, acquire, and dispose of property and settle and compromise Claims 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 this Confirmation Order.

9. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtors and their successors and assigns. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

10. New Organizational Documents. On or immediately prior to the Effective Date, the Reorganized Debtors are hereby authorized to file the amended certificates of incorporation with the New York Secretary of State.

11. Management Incentive Plan. Pursuant to Article V.J of the Plan, on or after the Effective Date, the Reorganized Debtors may implement a management incentive plan for nominated members of the management, providing incentive compensation in the form of New Common Stock in an aggregate amount equal to up to 2% of the New Common Stock, on a

fully diluted basis as described in Article V.J of the Plan (the "Management MIP"). The specific form of and terms applicable to awards granted under the Management MIP shall be determined by the new board of Reorganized Roust. Separately, Roustam Tariko shall also receive a management incentive plan that includes the terms described in Article V.J of the Plan. Reorganized Roust shall be authorized to adopt such management incentive plans without the need for any further stockholder action.

12. Restructuring Transactions. The Restructuring Transactions are approved, and the Debtors and Reorganized Debtors and their officers, managers and directors are authorized, subject to the consent rights contained in the Plan, to execute and/or amend such documents and take such actions as may be reasonably required, in consultation with the Steering Committees in order to effectuate the Restructuring Transactions.

13. Allowed Amount of Existing Senior Secured Notes Claims. The aggregate of all Existing Senior Secured Notes Claims shall be Allowed in the amount of \$495,988,189.60, which amount includes any and all accrued interest through the Petition Date.

14. Allowed Amount of Existing Convertible Notes Claims. The aggregate of all Existing Convertible Notes Claims shall be Allowed in the amount of \$284,083,335.00, which amount includes any and all accrued interest through the Petition Date.

15. Cancellation of Securities and Agreements. Except as otherwise specifically provided for in the Plan, on the Effective Date: (1) all purchase rights, instruments, guarantees, warrants, options, certificates, and other documents evidencing the Existing Roust Interests, and any other Interests in the Debtors (except as provided for in Article III.C of the Plan), shall be cancelled, terminated and extinguished and the obligations of the Debtors thereunder or in any way related thereto shall be discharged; (2)(i) all indentures, bonds,

purchase rights, instruments, guarantees, certificates, warrants, options, puts, agreements (including registration rights agreements), and other documents evidencing the Existing Senior Secured Notes, shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged, and (ii) the Existing Senior Secured Notes Indenture Trustee shall mark the Global Notes (as defined in the Existing Senior Secured Notes Indenture) cancelled and deliver such cancelled Global Notes to Reorganized Roust; and (3)(i) all indentures, notes, bonds, purchase rights, instruments, guarantees, certificates, and other documents evidencing the Existing Convertible Notes shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged and (ii) the Existing Convertible Notes Indenture Trustee (as defined in the Existing Convertible Notes Indenture) shall mark the Global Notes (as defined in the Existing Convertible Notes Indenture) as cancelled and deliver such cancelled Global Notes to Reorganized Roust; provided, however, that notwithstanding Confirmation or the occurrence of the Effective Date, the Existing Notes Indentures and other agreements that govern or relate to the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of Existing Notes Claims to receive distributions under the Plan as provided therein, (b) allowing the Indenture Trustees and Existing Notes Agents, if applicable, to make distributions under the Plan as provided therein, and (c) maintaining and exercising any lien in favor of the Indenture Trustees and/or Existing Notes Agents and their professionals; provided, further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan; provided, further, however, that any and all rights of indemnification applicable



to the Indenture Trustees and the Existing Notes Agents, under the Existing Notes Indentures shall survive and remain in full force and effect with respect to the Reorganized Debtors solely to the extent of any amounts that would otherwise be covered by such indemnity; provided, further, however, that the cancellation of indentures, notes, instruments, guarantees, certificates, and other documents hereunder shall not itself alter the obligations or rights among third parties (apart from the Debtors, the Reorganized Debtors, and the Non-Debtor Affiliates). Upon cancellation of the Existing Notes Indentures, all duties and responsibilities of the Existing Senior Secured Notes Indenture Trustees and the Existing Notes Agents under the Existing Senior Notes Indenture and the Existing Convertible Notes Indenture Trustee and the Existing Notes Agents under the Existing Convertible Notes Indenture, respectively, shall be discharged except to the extent required in order to effectuate the Plan.

16. Issuance of New Common Stock. Issuance of the New Common Stock in accordance with the Plan is approved. Each of the Debtors and the Reorganized Debtors are authorized and empowered, without further approval of this Court or any other party, to take such actions and to perform such acts as may be necessary, desirable or appropriate to implement the issuance of the New Common Stock in accordance with the Plan and to execute and deliver all agreements, documents, securities, instruments, and certificates relating thereto in consultation with the Steering Committees. The New Common Stock to be issued is hereby deemed issued as of the Effective Date regardless of the date on which it is actually distributed. All New Common Stock issued by the Reorganized Debtors pursuant to the provisions of the Plan is hereby deemed to be duly authorized, validly issued, fully paid, and nonassessable.

17. Issuance of New Senior Secured Notes. Issuance of the New Senior Secured Notes in accordance with the Plan is approved. Each of the Debtors and the

Reorganized Debtors are authorized and empowered, in consultation with the Existing Senior Secured Notes Steering Committee and without further approval of this Court or any other party, to take such actions and to perform such acts as may be necessary, desirable or appropriate to implement the issuance of the New Senior Secured Notes in accordance with the Plan and to execute and deliver all agreements, documents, instruments, and certificates relating thereto. All New Senior Secured Notes to be issued are hereby deemed issued as of the Effective Date regardless of the date on which they are actually distributed. The Reorganized Debtors, as applicable, are authorized to enter into collateral documents to secure the New Senior Secured Notes.

18. Exemptions from Securities Laws (11 U.S.C. § 1145). Pursuant to the Plan, any securities issued, including the New Common Stock and New Senior Secured Notes, and any subsequent sales, resales, transfers, or other distributions of any such securities shall be exempt from any federal or state securities laws registration requirements, including section 5 of the Securities Act, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The issuance and distribution of New Common Stock pursuant to the Share Placement will be exempt from registration pursuant to section 1145 of the Bankruptcy Code to the extent permitted or under the Securities Act by virtue of Section 4(a)(2) thereof and Regulation D promulgated thereunder or pursuant to the safe harbor provided by Regulation S under the Securities Act. The issuance and distribution of the New Senior Secured Notes, including the guarantees thereto, will be made in reliance on the exemption from registration provided by section 1145(a) of the Bankruptcy Code, or section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, and will be exempt from registration under applicable securities laws.

19. Supplemental Indentures and Collateral and Guarantee Release. The Supplemental Indentures and Collateral and Guarantee Release shall be deemed authorized and approved in all respects, without the need for further approval or agreement under the Existing Notes Indentures or any further action, by the directors or officers of the Debtors or the Reorganized Debtors, the Indenture Trustees, the Existing Notes Agents, or otherwise and pursuant to entry of the Confirmation Order: (i) the Supplemental Indentures shall be and shall be deemed to be executed and effective in all regards and in accordance with their terms, (ii) the Collateral and Guarantee Release shall be and shall be deemed to be in effect, (iii) CEDC FinCo shall deliver, and is hereby deemed to deliver, notice to each of the Indenture Trustees that it designates all Non-Debtor Affiliates as Unrestricted Subsidiaries (as defined in the Existing Senior Secured Notes Indenture and the Existing Convertible Notes Indenture, respectively) under each of the Existing Notes Indentures, and (iv) upon designation of such Non-Debtor Affiliates as Unrestricted Subsidiaries, which is deemed to have occurred, the guarantees by such Unrestricted Subsidiaries of the Existing Notes shall be automatically released pursuant to each of the Existing Notes Indentures and all liens on assets of such Non-Debtor Affiliates designated as Unrestricted Subsidiaries that secure each of the Existing Notes shall be automatically and unconditionally released without any further action on the part of the trustees or any holder of the Existing Notes (and thereupon shall terminate and be discharged and be of no further force and effect) pursuant to each of the Existing Notes Indentures. If the Debtors determine that it is necessary or desirable to further evidence the release of guarantees and liens pursuant to the Supplemental Indentures, the Indenture Trustees (or any successor trustee) and any Existing Notes Agent shall execute and deliver to the Debtors and the Reorganized Debtors such instruments of release, satisfaction, discharge and/or assignment (in recordable form) as may be

reasonably requested by the Debtors without any further action on the part of the Debtors. The Debtors may also in their discretion execute and record such instruments of release, satisfaction, discharge and/or assignment as attorney-in-fact of the Indenture Trustees (or any successor trustee) and Existing Notes Agent.

20. Entry into the Investor Rights Agreement. Subject to and upon the occurrence of the Effective Date, the Reorganized Debtors are authorized to enter into and execute the Investor Rights Agreement, and any agreement or document entered into in connection therewith, which shall become effective and binding in accordance with the Plan.

21. Executory Contracts and Unexpired Leases. On the Effective Date, all Executory Contracts or Unexpired Leases of the Debtors, other than any Executory Contract or Unexpired Lease that (a) was previously assumed or rejected, (b) was listed in the Plan Supplement as an Executory Contract or Unexpired Lease to be rejected by the Debtors pursuant to the Plan, or (c) is subject to a pending motion to assume or reject as of the Confirmation Date, shall be deemed assumed as of the Confirmation Date (but subject to the occurrence of the Effective Date) in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

22. All Executory Contracts or unexpired leases assumed by the Debtors pursuant to the foregoing (the "Assumed Agreements") shall remain in full force and effect for the benefit of the Reorganized Debtors, as applicable, and be enforceable by the Reorganized Debtors, as applicable, in accordance with their terms notwithstanding any provision in such Assumed Agreements that purports to prohibit, restrict or condition such assumption. Any provision in the Assumed Agreements that purports to declare a breach or default based in whole or in part on the above-captioned cases is hereby deemed unenforceable, and the Assumed

Agreements shall remain in full force and effect. For the avoidance of doubt, no additional rights are being created pursuant to the Plan or this Confirmation Order with respect to the last sentence of Article VI.A of the Plan, which provides that after the Effective Date, the Reorganized Debtors shall have the right to terminate, amend or modify any intercompany contracts, leases or other agreements without approval of the Bankruptcy Court.

23. Deadlines. The bar dates and deadlines set forth in Articles II and VI of the Plan are hereby approved.

24. Exemption from Certain Transfer Taxes. Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers of property in contemplation of, in connection with, or pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and this Confirmation Order shall be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien or other security interest, (2) the making or assignment of any lease or sublease, (3) any restructuring transaction authorized by Article V of the Plan, and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements, (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution, (c) deeds, or (d) assignments executed in connection with any transaction occurring under the Plan.

25. Payment of Fees. All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code and statutory interest thereon prior to the Effective Date shall be paid by the Debtors. Each and every Debtor shall remain obligated to pay quarterly fees and statutory interest thereon to the Office of the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

**Discharge of Debtors, Releases, and Injunctions**

26. Discharge of Debtors. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in this Confirmation Order, the distributions, rights and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial

determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

27. Releases, Limitations of Liability and Indemnification. The releases set forth in Article IX.B and IX.C of the Plan, the exculpation and limitation of liability provisions set forth in Article IX.D of the Plan, and the indemnification obligations set forth in Article V.P of the Plan are incorporated in this Confirmation Order as if set forth in full herein and are hereby approved and authorized in their entirety and shall be, and hereby are, effective and binding, subject to the respective terms thereof and this Order, on all persons and entities who may have had standing to assert released Claims or Causes of Action, and no person or entity shall possess such standing to assert such Claims or Causes of Action after the Effective Date. Notwithstanding anything herein or in the Plan to the contrary, the releases set forth in Article IX.C of the Plan shall not impair the rights of any creditors identified on the Consolidated List of Unsecured Creditors filed by each of the Debtors on the Petition Date. Notwithstanding anything herein or in the Plan to the contrary, the releases set forth in Article IX.B of the Plan shall not apply to the Non-Debtor Affiliates. The Debtors acknowledge and agree that the Reorganized Debtors shall cause the Non-Debtor Affiliates to provide such releases by private agreement on the Effective Date.

28. Injunctions. Except as otherwise expressly provided in the Plan, the Plan Supplement, or related documents, or for obligations issued pursuant to the Plan, all Persons who have held, hold or may hold Claims or Interests that have been released pursuant to Article IX.B or Article IX.C of the Plan, discharged pursuant to Article IX.E, or are subject to Exculpation pursuant to Article IX.D, are permanently enjoined from and after the Effective Date, from taking any of the following actions: (1) commencing or continuing in any manner any action or

other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests, (2) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order such Persons may have against such Persons on account of or in connection with or with respect to any such Claims or Interests, (3) creating, perfecting or enforcing any encumbrance of any kind such Persons may have against such Persons or the property or estates of such Persons on account of or in connection with or with respect to any such Claims or Interests, and (4) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled or discharged pursuant to the Plan.

29. The rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction of all Claims and Interests of any nature whatsoever, including any Interest accrued on Claims from and after the Petition Date, against the Debtors or any of their assets, property or estates. On the Effective Date, all such Claims against the Debtors shall be fully released and discharged, and the Interests shall be cancelled.

30. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant thereto from and after the Effective Date, all claims against the Debtors shall be fully released and discharged, and all interests shall be cancelled, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All persons shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their assets and properties, any other claims or interests



based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

31. Temporary Injunction with Respect to Existing Notes Claims. To the extent such Claims are not otherwise released pursuant to Article IX.C of the Plan, this Confirmation Order approving the Plan shall act as a temporary injunction against the enforcement of any default against the Debtors or any non-Debtor affiliate obligated under the Existing Notes Claims. The Holders of Existing Notes Claims are enjoined from commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim relating to the Existing Notes Claims so long as the Debtors or the Reorganized Debtors continue to provide or cause to be provided such treatment to Holders of Existing Notes Claims as provided under the Plan. The temporary injunction will expire automatically if the Reorganized Debtors default under the Plan by failing to provide or cause to be provided such treatment to Holders of Existing Notes Claims as provided under the Plan and fail to cure such default within thirty (30) days.

32. Exculpations. Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence, intentional fraud or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law). The Debtors and the Reorganized Debtors (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to

the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

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

34. As to the United States of America, its agencies, departments, or agents (collectively, the "United States"), nothing in the Plan, any Plan Supplement, or Confirmation Order shall expand the scope of discharge, release, or injunction to which the Debtors or Reorganized Debtors are entitled under the Bankruptcy Code, if any. The discharge, release, and injunction provisions contained in the Plan, any Plan Supplement, and Confirmation Order are not intended and shall not be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any actions, including but not limited to any police or regulatory action, against anyone.

35. Notwithstanding anything contained in the Plan, any Plan Supplement, or Confirmation Order to the contrary, nothing in the Plan, any Plan Supplement, or Confirmation Order shall discharge, release, impair, or otherwise preclude: (1) any liability to the United States that is a "claim" within the meaning of section 101(5) of the Bankruptcy Code, irrespective of whether the claim arose on, after, or before the Confirmation Date; (2) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (3) any

valid right of setoff or recoupment of the United States against any of the Debtors or Reorganized Debtors; or (4) any liability of the Debtors or Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit (as defined by section 101(27) of the Bankruptcy Code) as the owner, lessor, lessee, or operator of property that such entity owns, operates, or leases on, before, and/or after the Confirmation Date. Nor shall anything in this Confirmation Order, the Plan, or any Plan Supplement: (i) enjoin or otherwise bar the United States and/or any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in this paragraph, or (ii) divest any court, commission, or tribunal of jurisdiction from resolving any matters relating to the liabilities and/or claims set forth in this paragraph; or (iii) confer in the Bankruptcy Court jurisdiction over any matter as to which it would not have jurisdiction under the Bankruptcy Code.

36. Moreover, nothing in the Confirmation Order, the Plan, or any Plan Supplement shall release or exculpate any non-Debtor, including any Released Parties and/or Exculpated Parties, from any liability to the United States, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against the Released Parties and/or Exculpated Parties, nor shall anything in this Confirmation Order, the Plan, or any Plan Supplement enjoin the United States from bringing any claim, suit, action, or other proceeding against the Released Parties and/or Exculpated Parties for any liability whatsoever.

37. Nothing contained in the Plan, any Plan Supplement, or Confirmation Order shall be deemed to determine the tax liability of any person or entity, including but not limited to the Debtors and the Reorganized Debtors, nor shall the Plan, any Plan Supplement, or Confirmation Order be deemed to have determined the federal tax treatment of any item,

distribution, or entity, including the federal tax consequences of this Plan, nor shall anything in this Plan, any Plan Supplement, or Confirmation Order be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment except as provided under 11 U.S.C. § 505.

38. Intercompany Claims. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, no additional rights or obligations are being created by the Plan or this Confirmation Order pursuant to Article III.C.6 of the Plan with respect to Class 6A, 6B or 6C Intercompany Claims. The Debtors acknowledge and agree that the Reorganized Debtors shall (and shall cause the Non-Debtor Affiliates to) enter into an agreement to subordinate the Intercompany Claims (and any intercompany claims (i) owed to the Debtors or (ii) made between any Non-Debtor Affiliates) to the New Senior Secured Notes on the Effective Date.

39. Payment of Certain Fees. The Existing Notes Trustees' and Agents Fee and Expense Claims and the RSA Parties' Professional Fee Claims shall be treated as Allowed Administrative Claims hereunder and paid without the need for any application to the Bankruptcy Court except as provided in the next sentence. The Debtors and the U.S. Trustee shall have the right to object to such fees on the basis of reasonableness within the time period for notice of such fees provided in the *Order Granting Debtors' Motion for Order Pursuant to Bankruptcy Code Section 105(a), 363 and 365, Bankruptcy Rule 6006, and Local Rules 6006-1 and 9013-1 (i) Authorizing the Debtors to Assume the Restructuring Support Agreement, (ii) Authorizing the Debtors to (a) Assume the Backstop Agreement, (b) Pay the Backstop Commitment Fee, and (c) Incur Certain Indemnification Obligations, and (iii) Granting Related Relief*, which was entered contemporaneously herewith.

40. W&C Claim. White & Case LLP (“W&C”) holds an Allowed General Unsecured Claim of \$506,064.15 against Debtor Roust Corporation (the “W&C Claim”), which shall be unimpaired (as defined in section 1124 of the Bankruptcy Code), and thus W&C is entitled to be paid the full amount of the W&C Claim on the Effective Date. Per the agreement reached by the Debtors and W&C, as reflected on the record at the Confirmation Hearing, however, the Debtor Roust Corporation shall pay the amounts owing under the W&C Claim to W&C pursuant to the following payment schedule: (i) \$100,000.00 on January 9, 2017; (ii) \$100,000.00 on February 1, 2017; and (iii) the remaining balance of \$306,064.15 on March 1, 2107. Additionally, certain affiliates of the Debtors, including Roust Trading Limited, owe W&C an additional \$439,686.27 for unpaid invoices and shall satisfy those amounts, less a 10% discount, in three equal cash installments on March 1, 2017, April 1, 2017, and May 1, 2017. For the avoidance of doubt, the Bankruptcy Court retains exclusive jurisdiction with respect to such claims of W&C, the agreed modifications to the payment schedule and all other related matters.

#### **Plan Modifications**

41. Plan Modifications. The Plan, as modified, satisfies the requirements of Bankruptcy Code sections 1122 and 1123. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Such changes are approved pursuant to section 1127(a). At the request of the Debtors, the Plan is hereby modified pursuant to section 1127(a) of the Bankruptcy Code as set forth in Exhibit A attached hereto.

### **Notice and Other Provisions**

42. Notice of Confirmation Order. On or before the fifth (5th) business day following the occurrence of the Effective Date, the Debtors shall serve notice of entry of this Confirmation Order (which may be combined with the Notice of Effective Date) pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), on (i) the U.S. Trustee, (ii) the holders of the 20 largest unsecured claims against the Debtors, (iii) Kirkland & Ellis LLP, counsel for the Steering Committee of holders of Existing Senior Secured Notes, (iv) Cadwalader, Wickersham & Taft LLP, counsel for the Steering Committee of holders of Existing Convertible Notes, (v) Seward & Kissel LLP, counsel for U.S. Bank National Association, as indenture trustee for the Existing Senior Secured Notes and the Existing Convertible Notes, Deutsche Bank Trust Americas, as registrar, transfer agent, paying agent, and conversion agent for the Existing Senior Secured Notes and Existing Convertible Notes, and Deutsche Bank AG, London Branch, as Polish security agent for the Existing Senior Secured Notes and the Existing Convertible Notes, (vi) TMF Trustee Limited, as security agent for the Existing Senior Secured Notes and the Existing Convertible Notes, and (vii) any such other party entitled to notice pursuant to Local Rule 9013-1(b), by causing a notice of this Confirmation Order in substantially the form of the notice annexed hereto as Exhibit B (the "Notice of Confirmation"), which form is hereby approved, to be delivered to such parties by first class mail, postage prepaid. The Notice of Confirmation shall also be published in Financial Times and any other publications the Debtors deem necessary in their sole discretion.

43. Notice need not be given or served under the Bankruptcy Code, the Bankruptcy Rules, or this Confirmation Order to any Person to whom the Debtors mailed a Combined Notice, but received such notice returned marked "undeliverable as addressed,"

"moved - left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Person of that Person's new address.

44. Mailing and publication of the Notice of Confirmation in the time and manner set forth in the preceding paragraphs shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no other or further notice is necessary. The Notice of Confirmation shall have the effect of an order of the Bankruptcy Court, shall constitute sufficient notice of the entry of the Confirmation Order to any filing and recording officers, and shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

45. Failure to Consummate Plan. If the Effective Date does not occur, then the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), the assumption or rejection of executory contracts or unexpired leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be null and void. In such event, nothing contained in the Plan or this Confirmation Order, and no acts taken in preparation for consummation of the Plan, shall, or shall be deemed to, (a) constitute a waiver or release of any Claims by or against or Interests in the Debtors or any other Person, (b) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, (c) constitute an admission of any sort by the Debtors or any other Person, or (d) be construed as a finding of fact or conclusion of law with respect thereto. Upon termination of the Restructuring Support Agreement in accordance with its terms prior to the Effective Date, each of the Consenting Noteholders shall have the immediate right, without further order of this Court, and without the consent of the Debtors, to withdraw or change any vote previously tendered by such Party, irrespective of whether or not

any voting deadline or similar deadline or bar has passed and irrespective of the entry of this Order.

46. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

47. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan and all related documents or any amendments or modifications thereto.

48. References to Plan Provisions. The failure to include or specifically reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety.

49. Exhibits. Each reference to a document, agreement or summary description that is in the form attached as an exhibit to the Plan in this Confirmation Order, or in the Plan shall be deemed to be a reference to such document, agreement or summary description in substantially the form of the latest version of such document, agreement or summary description filed with the Court (whether filed as an attachment to the Plan or filed separately).



50. Plan Provisions Mutually Dependent. The provisions of the Plan are hereby deemed nonseverable and mutually dependent.

51. Confirmation Order Provisions Mutually Dependent. The provisions of this Confirmation Order are hereby deemed nonseverable and mutually dependent.

52. Confirmation Order Supersedes. It is hereby ordered that this Confirmation Order shall supersede any orders of this Court issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order.

53. Conflicts Between Confirmation Order and Plan. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

54. Applicable Non-bankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Supplement and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

55. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Bankruptcy Court or the Office of the U.S. Trustee is hereby waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

56. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

57. Waiver of Section 341(a) Meeting. As of the date of this Confirmation Order, the Section 341(a) Meeting has not been convened. The convening of the Section 341(a) Meeting is hereby waived.

58. Operating Reports. The Reorganized Debtors shall file post-confirmation operating reports in compliance with the United States Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees until the entry of (a) a Final Decree closing these Chapter 11 Cases or (b) an order dismissing or converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

59. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, this Court, except as otherwise provided in the Plan or herein, shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, but not limited to, the matters set forth in Article XII of the Plan.

60. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement specifically provides otherwise, the rights, duties, and obligations arising under the Plan shall be

governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

61. Immediate Effectiveness. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, 8001, 8002 or otherwise, immediately upon the entry of this Confirmation Order, the terms of the Plan, the Plan Supplement, and this Confirmation Order shall be, and hereby are, immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, were deemed to have accepted, rejected or were deemed to have rejected the Plan), any trustees or examiners appointed in the Chapter 11 Cases, all persons and entities that are party to or subject to the settlements, compromises, releases, discharges, injunctions, stays and exculpations described in the Plan or herein, each person or entity acquiring property under the Plan, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, of any of the foregoing. The Debtors are authorized to consummate the Plan at any time after the entry of the Confirmation Order subject to satisfaction or waiver of the conditions precedent to consummation set forth in Article X.B of the Plan.

Dated: White Plains, New York  
January 10, 2017

/s/ Robert D. Drain  
Honorable Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**Joint Prepackaged Chapter 11 Plan of Reorganization**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

----- x  
In re: : Case No. 16-23786  
ROUST CORPORATION, *et al.* : Chapter 11  
Debtors.<sup>1</sup> :  
----- x

**AMENDED AND RESTATED JOINT PREPACKAGED CHAPTER 11  
PLAN OF REORGANIZATION OF ROUST CORPORATION, ET AL.**

Jay M. Goffman  
Mark A. McDermott  
Raquelle L. Kaye  
Julie Lanz  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM, LLP  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000

Proposed Counsel for Debtors and Debtors in Possession

Dated: December 30, 2016

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<sup>1</sup> The Debtors and the last four digits of their taxpayer identification numbers (as applicable) are as follows: Roust Corporation (5271), CEDC Finance Corporation International, Inc. (0116), and CEDC Finance Corporation LLC (7136). The address for Roust Corporation is 777 Westchester Avenue, Suite 101, White Plains, New York 10604. The address for CEDC Finance Corporation International, Inc. and CEDC Finance Corporation LLC is 1209 Orange Street, Wilmington, DE 19801.

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## INTRODUCTION

Roust Corporation, CEDC Finance Corporation International, Inc. and CEDC Finance Corporation LLC (collectively, the “Debtors”) respectfully propose the following joint chapter 11 plan of reorganization for the resolution of the outstanding Claims against and Interests in the Debtors. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, for a discussion of (i) the history, business, and operations of the Debtors and their subsidiaries, (ii) a summary and analysis of the Plan, and (iii) certain related matters, including risk factors relating to the consummation of the Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and the Restructuring Support Agreement, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation.

## ARTICLE I

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

#### A. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form:

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees (including success fees) for legal, financial advisory, accounting and other services and obligations for reimbursement of expenses rendered or incurred before the Effective Date that are awardable and allowable under sections 328, 330(a), 331 or 363 of the Bankruptcy Code by any retained Professional in the Chapter 11 Cases, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation shall not include the Existing Notes Trustees’ and Agents Fee and Expense Claims or the RSA Parties’ Professional Fee Claims.

2. “*Additional Convertible Notes Equity Allocation*” means 1.00% of the shares of the New Common Stock issued and outstanding on the Effective Date, subject to dilution on account of the MIP, otherwise allocable to the Russian Standard Parties under the Plan, which shall instead be distributed pro rata to holders of the Existing Convertible Notes Claims as series C New Common Stock.

3. “*Additional Share Placement Equity Allocation*” means 6.00% of the shares of the New Common Stock issued and outstanding on the Effective Date, subject to dilution on account of the MIP, otherwise allocable to the Russian Standard Parties under the Plan, which shall

instead be distributed pro rata to participants in the Share Placement as series A, B or C New Common Stock, as applicable.

4. “*Administrative Claim*” means a Claim for payment of costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses Allowed pursuant to sections 328, 330(a), 331 or 363 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1–4001; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (e) the Existing Notes Trustees’ and Agents Fee and Expense Claims; (f) the RSA Parties’ Professional Fee Claims, which fee claims shall be Allowed Administrative Claims; and (g) all other claims entitled to administrative claim status pursuant to an order of the Bankruptcy Court.

5. “*Advisors*” has the meaning given to it in the Restructuring Support Agreement.

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

7. “*Allowed*” means, with respect to a Claim or Interest within a particular Class, an Allowed Claim or Allowed Interest of the type described in such Class.

8. “*Allowed Claim*” means a Claim (i) as to which no objection or request for estimation has been filed on or before the Claims Objection Bar Date or the expiration of such other applicable period fixed by the Bankruptcy Court or the Plan; (ii) as to which any objection has been settled, waived, withdrawn or denied by a Final Order or in accordance with the Plan; or (iii) that is allowed (a) by a Final Order, (b) by an agreement between the holder of such Claim and the Debtors or the Reorganized Debtors (in consultation with the Steering Committees) or (c) pursuant to the terms of the Plan; provided, however, that, notwithstanding anything herein to the contrary, by treating a Claim as an “Allowed Claim” under (i) above, the Debtors do not waive their rights to contest the amount and validity of any disputed, contingent and/or unliquidated Claim in the time, manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced. An Allowed Claim (i) includes a Disputed Claim to the extent such Disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified herein, in section 506(b) of the Bankruptcy Code or by Final Order of the Bankruptcy Court, “Allowed Claim” shall not, for purposes of distributions under the Plan, include interest on such Claim accruing from and after the Petition Date.

9. “*Avoidance Actions*” means causes of action or rights arising under sections 510(c), 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, as defined in Chapter 5 of the Bankruptcy Code.

10. “*Backstop Agreement*” means that certain Backstop Agreement by and between the Backstop Noteholders, Roust and the Russian Standard Parties, the terms of which shall be substantially the same as described in the Disclosure Statement with such changes as may be collectively approved among the relevant Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

11. “*Backstop Commitment Fee*” means the fee in connection with the Share Placement to be paid to the Backstop Noteholders pursuant to the Backstop Agreement as follows, subject to dilution on account of the MIP: (i) 0.23% of the shares of the New Common Stock to be issued and outstanding on the Effective Date payable to the Backstop Convertible Noteholders in the form of series C New Common Stock, and (ii) 0.02% of the New Common Stock to be issued and outstanding on the Effective Date payable to the Backstop Senior Noteholders in the form of series B New Common Stock.

12. “*Backstop Convertible Noteholders*” means holders of Existing Convertible Notes that have agreed to backstop the Share Placement pursuant to the terms of the Restructuring Support Agreement, the Plan and the Backstop Agreement.

13. “*Backstop Noteholders*” means the Backstop Senior Noteholders and the Backstop Convertible Noteholders.

14. “*Backstop Senior Noteholders*” means holders of Existing Senior Secured Notes that have agreed to backstop the Share Placement pursuant to the terms of the Restructuring Support Agreement, the Plan and the Backstop Agreement.

15. “*Backstop Senior Noteholders New Equity Investment*” means a new money equity investment of \$5 million by the Backstop Senior Noteholders as part of the backstopped Share Placement in exchange for a pro rata share of the shares of the New Common Stock issued in connection with the Share Placement (which shall be issued in the form of series B New Common Stock), a pro rata share of the Backstop Commitment Fee, and a pro rata share of the Additional Share Placement Equity Allocation.

16. “*Ballot*” means the form distributed to each holder of a Claim in an Impaired Class entitled to vote on the Plan on which to indicate its acceptance or rejection of the Plan and, if applicable, such other elections as may be made thereon.

17. “*Bankruptcy Code*” means title 11 of the United States Code, as amended from time to time.

18. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of New York.

19. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as well as the general and local rules of the Bankruptcy Court.

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

21. “*Cash*” means legal tender of the United States of America.

22. “*Causes of Action*” means any action, proceeding, agreement, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim, and (f) any Avoidance Action.

23. “*CEDC FinCo*” means CEDC Finance Corporation International, Inc., a Delaware corporation that is a direct, wholly owned subsidiary of Roust.

24. “*CEDC FinCo LLC*” means CEDC Finance Corporation, LLC, a Delaware limited liability company that is a direct, wholly owned subsidiary of CEDC FinCo.

25. “*Chapter 11 Cases*” means the chapter 11 cases of the Debtors pending under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and the phrase “Chapter 11 Case” when used with reference to a particular Debtor means the particular case pending under chapter 11 of the Bankruptcy Code that such Debtor commenced in the Bankruptcy Court.

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

27. “*Claims Objection Bar Date*” means, for each Claim, the latest of (a) the date that is one hundred and eighty (180) days after the Effective Date, (b) as to a particular Claim, one hundred and eighty (180) days after the filing of a Proof of Claim, or request for payment of such Claim, and (c) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to Claims.

28. “*Class*” means a category of holders of Claims or Interests as set forth in Article III.

29. “*Co-Investment Right*” means the right of the Russian Standard Parties to invest up to \$13.75 million in cash in Reorganized Roust as part of the Share Placement.

30. “*Collateral*” means any property or interest in property of the Estates subject to a security interest to secure the payment or performance of a Claim, which security interest is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

31. “*Collateral and Guarantee Release*” means the release, pursuant to the Consent Solicitation, by each consenting holder of Existing Notes Claims of the guarantees and Liens over any Collateral that secures such holder’s Existing Notes and the release of any and all rights such holders have under the Existing Notes Indentures, in each case including the guarantees and related security agreements.

32. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

33. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

34. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

35. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

36. “*Consent Solicitation*” means the solicitation of consents to amendments to the Existing Senior Secured Notes Indenture and Existing Convertible Notes Indenture pursuant to the Disclosure Statement.

37. “*Consenting Convertible Noteholders*” means those holders of Existing Convertible Notes who are parties to the Restructuring Support Agreement.

38. “*Consenting Noteholders*” means the Consenting Convertible Noteholders and the Consenting Senior Secured Noteholders.

39. “*Consenting Senior Secured Noteholders*” means those holders of Existing Senior Secured Notes who are parties to the Restructuring Support Agreement.

40. “*Corporate Governance Documents*” means the certificate of incorporation, certificate of formation, limited liability company agreement, bylaws, Investor Rights Agreement and other formation documents of the Reorganized Debtors and their Non-Debtor Affiliates, the terms of which shall be substantially the same as described in the Disclosure Statement with such changes as may be collectively approved among the relevant Debtors, the Russian Standard

Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee and which shall be included in the Plan Supplement.

41. “*Cure*” means the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to cure monetary defaults under an executory contract or unexpired lease of one or more of the Debtors and to permit the Debtors to assume that contract or lease under section 365(a) of the Bankruptcy Code.

42. “*D&O Liability Insurance Policies*” means all insurance policies of any of the Debtors for directors’, managers’ and officers’ liability.

43. “*Debtor*” means Roust, CEDC FinCo or CEDC FinCo LLC, each in its respective individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

44. “*Debtors*” means collectively Roust Corporation, CEDC FinCo and CEDC FinCo LLC.

45. “*Disbursing Agent*” means the Reorganized Debtors or the Person or Persons chosen by the Reorganized Debtors to make or facilitate distributions pursuant to the Plan in accordance with the terms of the Restructuring Support Agreement.

46. “*Disclosure Statement*” means that certain document entitled Offering Memorandum, Consent Solicitation and Disclosure Statement Soliciting Acceptances of a Prepackaged Plan of Reorganization, dated December 1, 2016, as may be further amended, supplemented, or modified.

47. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

48. “*Distribution Date*” means the date, occurring as soon as practicable after the Effective Date, on which the Disbursing Agent first makes distributions to holders of Allowed Claims as provided in Article VII of the Plan and any date thereafter on which the Disbursing Agent makes distributions to holders of Allowed Claims as provided in Article VII of the Plan.

49. “*Effective Date*” means the first business day after which all provisions, terms and conditions specified in Article X.B have been satisfied or waived pursuant to Article X.C.

50. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

51. “*Exculpated Claim*” means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out-of-court restructuring efforts, the Debtors’ Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, including the Restructuring Support Agreement and the Share Placement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Plan, the

administration and implementation of the Plan, including the issuance of Plan securities, or the distribution of property under the Plan or any other related agreement; provided, however, that Exculpated Claims shall not include any claim arising out of any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or intentional fraud to the extent imposed by applicable non-bankruptcy law. For the avoidance of doubt, no Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement constitutes an Exculpated Claim.

52. “*Exculpated Party*” means each of: (a) the Debtors; (b) the current and former directors and officers of the Debtors; (c) any statutory committee appointed in these Chapter 11 Cases and the current and former members thereof, in their capacity as such; (d) the Russian Standard Parties; (e) the current and former officers and directors of the Russian Standard Parties; (f) RSV and its subsidiaries; (g) the current and former officers and directors of RSV and its subsidiaries; (h) the Backstop Noteholders; (i) the current and former members of the Steering Committees; (j) the Steering Committees; (k) the Consenting Noteholders; (l) each of the Non-Debtor Affiliates that is a subsidiary of Roust; (m) the current and former directors and officers of each of the Non-Debtor Affiliates that is a subsidiary of Roust; (n) the Indenture Trustees; (o) the Existing Notes Agents; and (p) with respect to each of the foregoing Persons in clauses (a) through (o), such Person’s current and former affiliates, subsidiaries, managed accounts or funds, officers, directors, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and officers, directors, partners, principals, employees and agents thereof, in each case in their capacity as such.

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

54. “*Existing Convertible Notes*” means the convertible junior secured notes due 2018 issued by CEDC FinCo pursuant to the Existing Convertible Notes Indenture.

55. “*Existing Convertible Notes Claims*” means any Claim arising under or in connection with the Existing Convertible Notes (including all accrued and unpaid interest through and inclusive of the Petition Date).

56. “*Existing Convertible Notes Equity Allocation*” means 10.59% of the shares of the New Common Stock issued and outstanding on the Effective Date, subject to dilution on account of the MIP, which shall be issued in the form of series C New Common Stock.

57. “*Existing Convertible Notes Indenture*” means the Indenture, dated as of June 5, 2013, among the Debtors, the Existing Convertible Notes Indenture Trustee, and the Existing Notes Agents, relating to the Existing Convertible Notes, as amended, restated, supplemented or otherwise modified from time to time.

58. “*Existing Convertible Notes Indenture Trustee*” means U.S. Bank National Association and/or its duly appointed successor, in its capacity as indenture trustee under the Existing Convertible Notes Indenture.

59. “*Existing Convertible Notes Steering Committee*” means the steering committee of certain holders of Existing Convertible Notes represented by Cadwalader, Wickersham & Taft LLP and Moelis & Company and any other local counsel, regulatory counsel or consultant that may be retained by the Existing Convertible Notes Steering Committee in connection with the restructuring.

60. “*Existing Notes*” means the Existing Convertible Notes and the Existing Senior Secured Notes.

61. “*Existing Notes Agents*” means Deutsche Bank Trust Company Americas, as Registrar, Transfer Agent, Paying Agent and Conversion Agent, as applicable under the Existing Notes Indentures, the Security Agent and the Polish Security Agent.

62. “*Existing Notes Claims*” means the Existing Convertible Notes Claims and the Existing Senior Secured Notes Claims.

63. “*Existing Notes Indentures*” means the Existing Senior Secured Notes Indenture and the Existing Convertible Notes Indenture.

64. “*Existing Notes Trustees’ and Agents Fee and Expense Claims*” means all reasonable fees and expenses incurred by the Indenture Trustees, the Existing Notes Agents, and their attorneys and advisors in connection with the negotiation, evaluation, formulation and consummation of the Plan and the distributions under the Plan, which fees shall be treated as Allowed Administrative Claims hereunder and paid without the need for any application to the Bankruptcy Court.

65. “*Existing Roust Interests*” means all Interests in Roust that are authorized, issued, and outstanding prior to the Effective Date.

66. “*Existing Senior Secured Notes*” means the senior secured notes due April 2018 issued by CEDC FinCo pursuant to the Existing Senior Secured Notes Indenture.

67. “*Existing Senior Secured Notes Claims*” means any Claim arising under or in connection with the Existing Senior Secured Notes (including all accrued and unpaid interest through and inclusive of the Petition Date).

68. “*Existing Senior Secured Notes Equity Allocation*” means 12.08% of the shares of the New Common Stock issued and outstanding on the Effective Date, subject to dilution on account of the MIP, which shall be issued in the form of series B New Common Stock.

69. “*Existing Senior Secured Notes Equity Subscription*” means an offering at plan equity value, made pursuant to the Disclosure Statement, to each holder of an Existing Convertible Notes Claim to subscribe pro rata to the shares of New Common Stock being issued in connection with the Existing Senior Secured Notes Equity Allocation, provided that any New Common Stock subscribed to by any holder of an Existing Convertible Notes Claim pursuant to the Existing Senior Secured Notes Equity Subscription shall be issued in the form of series C New Common Stock, rather than in the form of series B New Common Stock.



70. “*Existing Senior Secured Notes Indenture*” means the Indenture, dated as of June 5, 2013, among the Debtors, the Existing Senior Secured Notes Indenture Trustee, the Existing Notes Agents, relating to the Existing Senior Secured Notes, as amended, restated, supplemented or otherwise modified from time to time.

71. “*Existing Senior Secured Notes Indenture Trustee*” means U.S. Bank National Association and/or its duly appointed successor, in its capacity as indenture trustee under the Existing Senior Secured Notes Indenture.

72. “*Existing Senior Secured Notes Steering Committee*” means the steering committee of certain holders of Existing Senior Secured Notes represented by Kirkland & Ellis LLP, Alvarez & Marsal CIS LLP and its affiliates, Wierciński, Kwieciński, Baehr Sp.k., and any other local counsel, regulatory counsel or consultant that may be retained by the Existing Senior Secured Notes Steering Committee in connection with the restructuring.

73. “*Exit Event*” means (i) the completion of an initial public offering of new shares by Reorganized Roust or an offering of existing shares in Reorganized Roust by shareholders wishing to sell and concurrent listing on a recognized stock exchange or (ii) a sale by the holders of Existing Notes of not less than 90% of the aggregate number of shares acquired by holders of Existing Notes pursuant to the Plan and Share Placement (including new money investors) to a third party for cash, provided that, except as otherwise provided in the Restructuring Support Agreement, such third party shall not be an Industry Competitor) in a one-time transaction actively solicited by Reorganized Roust management and its advisors which offers each minority shareholder the right, but not the obligation, to sell up to all of its common shares at a minimum price equal to \$649.4 million (the plan equity value) provided the logistics of (i) and (ii) shall be governed by the terms and conditions set forth in the Corporate Governance Documents.

74. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

75. “*General Unsecured Claims*” means any unsecured claim that is not: (a) an Intercompany Claim, (b) an Administrative Claim, (c) a Priority Tax Claim, (d) a Priority Non-Tax Claim, (e) an Accrued Professional Compensation Claim, or (f) an Existing Notes Claim.

76. “*Impaired*” means, when used in reference to a Claim or an Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

77. “*Impaired Class*” means a Class that is impaired within the meaning of section 1124 of the Bankruptcy Code.

78. “*Indemnification Provisions*” means each of the indemnification provisions, agreements or obligations of the Debtors in place as of the Petition Date, whether in the bylaws, certificate of incorporation or other formation documents, board resolutions or employment contracts, in each case for the benefit of the current and former directors, officers, members, employees, attorneys, other professionals and agents of the Debtors.

79. “*Indemnified Parties*” means, collectively, current and former directors, officers, members (including ex officio members), employees, attorneys, other professionals and agents of the Debtors and any other persons who are beneficiaries of Indemnification Provisions.

80. “*Indenture Trustees*” means the Existing Convertible Notes Indenture Trustee and the Existing Senior Secured Notes Indenture Trustee.

81. “*Industry Competitor*” shall have the meaning set forth in Annex 1 hereto.

82. “*Insurance Policies*” means, collectively, all of the Debtors’ insurance policies.

83. “*Intercompany Claim*” means any Claim held by a Debtor or a Non-Debtor Affiliate against a Debtor.

84. “*Intercompany Interest*” means any Interest held by a Debtor or an Affiliate.

85. “*Interest*” means any equity interest in the Debtors as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized or outstanding shares of capital stock of the Debtors together with any warrants, options or contractual rights (including any rights under registration agreements or equity incentive agreements) to purchase or acquire such equity securities at any time and all rights arising with respect thereto.

86. “*Investor Rights Agreement*” means that certain agreement by and between the Reorganized Debtors, RTL, any of RTL’s subsidiaries that shall receive equity in Reorganized Roust, Roustam Tariko and the minority shareholders of the Reorganized Debtors, which shall be included in the Plan Supplement.

87. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

88. “*MIP*” has the meaning set forth in Article V.J.

89. “*New Common Stock*” means (i) 42,780,652 series A common shares of Reorganized Roust authorized pursuant to the Plan, of which up to 14,260,217 series A common shares shall be initially issued and outstanding on the Effective Date, (ii) 10,376,808 series B common shares of Reorganized Roust authorized pursuant to the Plan, of which up to 3,458,936 series B common shares shall be initially issued and outstanding on the Effective Date, and (iii) 21,842,539 series C common shares of Reorganized Roust authorized pursuant to the Plan, of which up to 7,280,846 series C common shares shall be initially issued and outstanding on the Effective Date, all as further described in the Investors Rights Agreement.

90. “*New Senior Secured Notes*” means those certain new senior secured notes to be issued by Reorganized Roust in the aggregate principal amount of \$385 million upon the terms

described in the Disclosure Statement under the heading, “Description of New Senior Secured Notes.”

91. “*Non-Debtor Affiliate*” means any Affiliate of the Debtors that has not filed a case under chapter 11 of the Bankruptcy Code.

92. “*Other Secured Claims*” means any Secured Claim against a Debtor other than an Existing Senior Secured Notes Claim or Existing Convertible Notes Claim.

93. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

94. “*Petition Date*” means the date on which the Debtors filed their petitions for reorganization relief in the Bankruptcy Court.

95. “*Plan*” means this Joint Prepackaged Chapter 11 Plan of Reorganization of Roust Corporation, et al., including the Plan Supplement and all exhibits, appendices and schedules hereto, which are incorporated herein by reference, in either present form or as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the Bankruptcy Code and the Bankruptcy Rules, in each case reasonably acceptable in form and substance to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

96. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to the Plan to be filed by the Debtors prior to the Confirmation Hearing and in each case in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

97. “*Polish Security Agent*” means Deutsche Bank AG, London Branch.

98. “*Priority Non-Tax Claims*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than (a) an Administrative Claim or (b) a Priority Tax Claim.

99. “*Priority Tax Claim*” means any Claim of a governmental unit, as defined in section 101(27) of the Bankruptcy Code, of the kind specified in section 507(a)(8) of the Bankruptcy Code.

100. “*Professional*” means a Person: (a) retained pursuant to an order of the Bankruptcy Court in accordance with sections 327, 363 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363 or 331 of the Bankruptcy Code, or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

101. “*Proof of Claim*” means any proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

102. “*Proposed Amendments*” means those certain amendments to the Existing Notes Indentures as described in the Disclosure Statement.

103. “*Reinstate,*” “*Reinstated*” or “*Reinstatement*” means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the holder of such Claim or Interest so as to leave such Claim or Interest unimpaired in accordance with section 1124 of the Bankruptcy Code or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default, (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable or contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim or Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement and shall be deemed cured on the Effective Date.

104. “*Released Party*” means each of: (a) the Debtors; (b) the current and former directors and officers of the Debtors; (c) any statutory committee appointed in these Chapter 11 Cases and the current and former members thereof, in their capacity as such; (d) the Russian Standard Parties; (e) the current and former directors and officers of the Russian Standard Parties; (f) RSV and its subsidiaries; (g) the current and former officers and directors of RSV and its subsidiaries; (h) the Backstop Noteholders; (i) the current and former members of the Steering Committees; (j) the Steering Committees; (k) the Consenting Noteholders; (l) each of the Non-Debtor Affiliates that is a subsidiary of Roust; (m) the current and former directors and officers of each of the Non-Debtor Affiliates that is a subsidiary of Roust; (n) the Indenture Trustees; (o) the Existing Notes Agents; and (p) with respect to each of the foregoing Persons in clauses (a) through (o), such Person’s current and former affiliates, subsidiaries, managed accounts or funds, officers, directors, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and officers, directors, partners, principals, employees and agents thereof, in each case in their capacity as such.

105. “*Releasing Parties*” means, collectively: (a) the Existing Senior Secured Notes Indenture Trustee, (b) the holders of Existing Senior Secured Notes, (c) the Existing Convertible Notes Indenture Trustee, (d) the holders of Existing Convertible Notes, (e) the Existing Notes Agents, (f) any and all other holders of Claims or Interests, and (g) with respect to each of the foregoing clauses (a) through (f), to the fullest extent permitted by law, such Person’s current and former affiliates, subsidiaries, managed accounts or funds, officers, directors, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and

officers, directors, partners, principals, employees and agents thereof, in each case in their capacity as such.

106. “*Reorganized*” means, with respect to the Debtors, any Debtor or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date. For the avoidance of doubt, “*Reorganized Roust*” means Reorganized Roust post-combination with RSV.

107. “*Reserved Matters*” has the meaning set forth in the Restructuring Support Agreement and the Disclosure Statement.

108. “*Restructuring Support Agreement*” means that certain restructuring support agreement, including all exhibits and amendments thereto, by and among, among others, the Debtors, RTL, Roustam Tariko and the Consenting Noteholders entered into on November 9, 2016.

109. “*Roust*” means Roust Corporation, a Delaware corporation.

110. “*RSA Parties’ Professional Fee Claims*” means all reasonable fees and expenses incurred by the Steering Committees, the members of the Steering Committees, and each of their respective advisors and consultants in connection with the Existing Notes or the negotiation, evaluation, formulation and consummation of the Restructuring Support Agreement, the Chapter 11 Plan, the Disclosure Statement, the Plan Supplement, the backstop obligations and any exhibits, schedules, and supplements thereto, including the reasonable fees and expenses of any local counsel retained in Russia, Poland or elsewhere as necessary, which fees shall be treated as Allowed Administrative Claims hereunder and paid without the need for any application to the Bankruptcy Court.

111. “*RSV*” means Russian Standard Vodka.

112. “*RSV Contribution*” means the contribution of RSV by RTL and certain of its subsidiaries to Roust, which shall include all of RSV’s tangible and intangible assets, including (a) the entirety of RTL and certain of its subsidiaries’ equity interests in RSV and (b) all intellectual property and trademarks relating to RSV not currently held by RSV or Roust (including, without limitation, 100% of the equity in Russian Standard IP Holding AG).

113. “*RTL*” means Roust Trading Ltd.

114. “*RTL Debt*” means any loans or obligations owed to Roust and its direct and indirect subsidiaries by RTL and its direct and indirect subsidiaries (other than direct and indirect subsidiaries of Roust).

115. “*RTL Debt to Equity Conversion*” means the conversion of certain debt owed by certain subsidiaries of Roust to certain of RTL’s non-Roust subsidiaries in exchange for shares of New Common Stock in Reorganized Roust, which shall be issued in the form of series A New Common Stock, as set forth in the Restructuring Support Agreement.

116. “*Russian Standard Parties*” means RTL (and each of its direct and indirect non-Roust affiliates and subsidiaries) and Roustam Tariko.

117. “*Russian Standard Parties’ Contributions*” means the RSV Contribution, the RTL Debt to Equity Conversion, the Additional Convertible Notes Equity Allocation, the Additional Share Placement Equity Allocation and the Co-Investment Right.

118. “*Russian Standard Parties Equity Allocation*” means 57.04% of the shares of New Common Stock issued and outstanding on the Effective Date after giving effect to the Additional Convertible Notes Equity Allocation and Additional Share Placement Equity Allocation, subject to dilution on account of the MIP, which shall be issued in the form of series A New Common Stock.

119. “*Schedules*” means, collectively, any schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as may be amended from time to time before entry of a final decree; provided, however, that the Debtors may seek a waiver of the requirement set forth in section 521 of the Bankruptcy Code.

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

121. “*Security Agent*” means TMF Trustee Limited.

122. “*Share Placement*” means an offering, made pursuant to the Disclosure Statement, of 13.03% of the shares of the New Common Stock (which shall be issued as series A, B or C New Common Stock, as applicable) to be issued and outstanding on the Effective Date, subject to dilution on account of MIP, for an aggregate offering price of \$55 million.

123. “*Steering Committees*” means the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

124. “*Subscription Priority Scheme*” shall have the meaning set forth in Article V.H.

125. “*Supplemental Indentures*” means the supplemental indentures to the Existing Notes Indentures in substantially the form attached to the Disclosure Statement as Appendix B providing for the Proposed Amendments.

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

127. “*Unimpaired*” means any Claim or Interest that is not designated as Impaired.

128. “*U.S. Trustee*” means the United States Trustee for the Southern District of New York.

129. “*Voting Deadline*” means 5:00 p.m. (prevailing Eastern Time) on December 30, 2016.

*B. Rules of Interpretation*

For purposes of this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented in accordance with the terms of the Restructuring Support Agreement and the Plan; (c) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (d) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (e) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (f) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (g) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order.

*C. Computation of Time*

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

*D. Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of the Plan, any agreements, documents, instruments or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation of the Debtors or Reorganized Debtors, as applicable.

*E. Reference to Monetary Figures*

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

*F. Reference to the Debtors or the Reorganized Debtors*

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

**ARTICLE II**

**TREATMENT OF UNCLASSIFIED CLAIMS**

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

*A. Administrative Claims*

1. Administrative Claims. Except with respect to Administrative Claims that are Claims for Accrued Professional Compensation, each holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of and in exchange for its Administrative Claim, cash equal to the unpaid portion of its Allowed Administrative Claim on the latest of (i) the first Distribution Date, (ii) the date on which its Administrative Claim becomes an Allowed Administrative Claim, (iii) the date on which its Administrative Claim becomes payable under any agreement with the Debtors relating thereto, (iv) in respect of liabilities incurred in the ordinary course of business, the date upon which such liabilities are payable in the ordinary course of the Debtors' business, consistent with past practice, or (v) such other date as may be agreed upon between the holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as the case may be.

2. Professional Compensation

(a) Claims for Accrued Professional Compensation

Professionals or other Persons asserting a Claim for Accrued Professional Compensation for services rendered to the Debtors or any statutory committee appointed in these Chapter 11 Cases before the Effective Date must file and serve on the Debtors and such other Persons who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Claim for Accrued Professional Compensation no later than 45 days after the Effective Date. Objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, any statutory committee appointed in these Chapter 11 Cases, the Office of the U.S. Trustee and the requesting party no later than 60 days after the Effective Date.

(b) Post- Effective Date Fees and Expenses

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services



rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order or approval of the Bankruptcy Court.

*B. Priority Tax Claims*

The legal and equitable rights of the holders of Priority Tax Claims are Unimpaired by the Plan. Unless the holder of such Claim and the Debtors agree to a different treatment, on the Effective Date, each holder of an Allowed Priority Tax Claim shall have its Claim Reinstated.

**ARTICLE III**

**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

*A. The Debtors*

There are a total of three Debtors. Each Debtor has been assigned a letter below. The Claims against and Interests in each Debtor, in turn, have been assigned separate numbered Classes based on the type of Claim or Interest involved. Accordingly, the classification of any particular Claim or Interest in any of the Debtors depends on the particular Debtor against which such Claim or Interest is asserted (or in which such Interest is held) and the type of Claim or Interest in question. The letters applicable to the three Debtors are as follows:

<b>Letter</b>	<b>Debtor Name</b>
A	Roust Corporation
B	CEDC Finance Corporation International, Inc.
C	CEDC Finance Corporation LLC

*B. Classification of Claims and Interests*

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. The categories of Claims and Interests set forth below classify all Claims against and Interests in the Debtors for all purposes of this Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. The treatment with respect to each Class of Claims and Interests provided for in this Article III shall be in full and complete satisfaction, release and discharge of such Claims and Interests.

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
Class 1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 2	Existing Senior Secured Notes Claims	Impaired	Yes
Class 3	Existing Convertible Notes Claims	Impaired	Yes
Class 4	Other Secured Claims	Unimpaired	No (deemed to accept)
Class 5	General Unsecured Claims	Unimpaired	No (deemed to accept)
Class 6	Intercompany Claims	Unimpaired	No (deemed to accept)
Class 7	Existing Roust Interests	Impaired	No (deemed to reject)
Class 8	Intercompany Interests	Unimpaired	No (deemed to accept)

*C. Treatment of Claims and Interests*

**1. Classes 1A, 1B, and 1C – Priority Non-Tax Claims.**

1. Impairment and Voting. Classes 1A, 1B, and 1C are Unimpaired by the Plan. Each holder of an Allowed Priority Non-Tax Claim shall be conclusively deemed to have accepted the Plan.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, unless the holder of a Priority Non-Tax Claim and the Debtors agree to different treatment, each holder of an Allowed Priority Non-Tax Claim shall have its Claim Reinstated.

**2. Classes 2A, 2B, and 2C – Existing Senior Secured Notes Claims.**

1. Impairment and Voting. Classes 2A, 2B, and 2C are Impaired by the Plan. Each holder of an Allowed Existing Senior Secured Notes Claim is entitled to vote to accept or reject the Plan. All Existing Senior Secured Notes Claims are Allowed Claims.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Existing Senior Secured Notes Claims and the Debtors agree to less favorable treatment, in full and final satisfaction, settlement, extinguishment, cancellation, release, and discharge of and in exchange for all of the Debtors' obligations under the Existing Senior Secured Notes, each holder of an Allowed Existing Senior Secured Notes Claim shall receive its pro rata share of and interests in:

- (a) the New Senior Secured Notes;
- (b) \$20 million in Cash;
- (c) the right to participate in the Share Placement pursuant to the Subscription Priority Scheme; and
- (d) the Existing Senior Secured Notes Equity Allocation and/or, the proceeds of the Existing Senior Secured Notes Equity Subscription, if any.

A holder of Senior Secured Notes Claims that elects to submit its Existing Senior Secured Notes for cancellation by Deposit or Withdrawal At Custodian (“DWAC”) withdrawal by five business days prior to the anticipated Effective Date in accordance with the required procedures shall receive its pro rata distribution of Cash and Existing Senior Secured Notes Equity Allocation on the Effective Date, and its pro rata distribution of the New Senior Secured Notes will be made available for DWAC deposit by such holder of Existing Senior Secured Notes Claims on the Effective Date. Any confirmed holder of an Existing Senior Secured Notes Claim may designate any related party in which it or any of its affiliates (and/or any affiliate that is wholly-owned by any of such holder’s affiliates) has a current or contingent interest that is not an Industry Competitor (an “*Equity Transferee*”), to receive all or any part of its Existing Senior Secured Notes Equity Allocation or to receive all or any part of any shares it subscribes to in connection with the Share Placement by providing written notice to the Debtors, no later than three (3) business days prior to the Effective Date subject to confirmation following the distribution of Cash and New Senior Secured Notes through The Depository Trust Company (“DTC”) by such holder’s DTC participant of the amount of Existing Senior Secured Notes held by such holder as of the Distribution Date; and provided, that such Equity Transferee becomes a party to the Investor Rights Agreement.

**3. Classes 3A, 3B, and 3C – Existing Convertible Notes Claims.**

1. Impairment and Voting. Classes 3A, 3B, and 3C are Impaired by the Plan. Each holder of an Allowed Existing Convertible Notes Claim is entitled to vote to accept or reject the Plan. All Existing Convertible Notes Claim are Allowed Claims.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Existing Convertible Notes Claim and the Debtors agree to less favorable treatment, in full and final satisfaction, settlement, extinguishment, cancellation, release, and discharge of and in exchange for all of the Debtors’ obligations under the Existing Convertible Notes, each holder of an Allowed Existing Convertible Notes Claim shall receive its pro rata share of and interests in:

- (a) the Existing Convertible Notes Equity Allocation;
- (b) the Additional Convertible Notes Equity Allocation;

(c) the right to participate in the Share Placement pursuant to the Subscription Priority Scheme; and

(d) the right to participate in the Existing Senior Secured Notes Equity Subscription.

**4. Classes 4A, 4B, and 4C – Other Secured Claims**

1. Impairment and Voting. Classes 4A, 4B, and 4C are Unimpaired by the Plan. Each holder of an Allowed Other Secured Claim shall be conclusively deemed to have accepted the Plan.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Other Secured Claim and the Debtors agree to a less favorable treatment, each holder of an Allowed Other Secured Claim shall have its Claim Reinstated.

**5. Classes 5A, 5B, and 5C – General Unsecured Claims.**

1. Impairment and Voting. Classes 5A, 5B, and 5C are Unimpaired by the Plan. Each holder of an Allowed General Unsecured Claim shall be conclusively deemed to have accepted the Plan.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that the holder of a General Unsecured Claim and the Debtors agree to different treatment, each holder of an Allowed General Unsecured Claim shall have its Claim Reinstated; provided, however, that all Allowed General Unsecured Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases, if any, as set forth in Article VI of the Plan shall be paid the full amount of such Allowed Claim in Cash.

**6. Classes 6A, 6B, and 6C – Intercompany Claims.**

1. Impairment and Voting. Classes 6A, 6B, and 6C are Unimpaired by the Plan. Each holder of an Allowed Intercompany Claim shall be conclusively deemed to have accepted the Plan.

2. Distribution. On the Effective Date, or as soon as reasonably practicable thereafter, all Allowed Intercompany Claims shall, at the election of the Reorganized Debtors and the Steering Committees, be either (a) Reinstated, subject to express contractual subordination to the New Senior Secured Notes, (b) released, waived, and discharged, (c) treated as a dividend, or (d) contributed to capital or exchanged for equity. A schedule setting forth the treatment of the Intercompany Claims shall be included in the Plan Supplement.

**7. Class 7A – Existing Roust Interests.**

1. Impairment and Voting. Class 7A is Impaired by the Plan. Each Holder of an Allowed Existing Roust Interest is conclusively deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

2. Distribution. On the Effective Date, all Existing Roust Interests shall be deemed automatically cancelled without further action by the Debtors or Reorganized Debtors and the obligations of the Debtors and Reorganized Debtors thereunder shall be discharged. Holders of Existing Roust Interests shall receive no property under the Plan on account of such Interests.

8. **Classes 8B and 8C – Intercompany Interests.**

1. Impairment and Voting. Classes 8B and 8C are Unimpaired by the Plan. Each holder of an Allowed Intercompany Interest shall be conclusively deemed to have accepted the Plan.

2. Distribution. On the Effective Date, Allowed Intercompany Interests shall be Reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

*D. Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan will affect the Debtors' rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims, including the right to Cure any arrearages or defaults that may exist with respect to contracts to be assumed under the Plan.

*E. Discharge of Claims*

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

## ARTICLE IV

### ACCEPTANCE REQUIREMENTS

#### A. *Acceptance or Rejection of the Plan*

##### 1. Voting Classes

Classes 2 and 3 are Impaired under the Plan and are entitled to vote to accept or reject the Plan.

##### 2. Presumed Acceptance of the Plan

Classes 1, 4, 5, 6, and 8 are Unimpaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

##### 3. Presumed Rejection of the Plan

Class 7 is Impaired under the Plan and holders of Class 7 Interests shall not receive or retain any property under the Plan on account of such Interests and are, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

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

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to rejecting Classes of Claims and Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI hereof, to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

## ARTICLE V

### MEANS FOR IMPLEMENTATION OF THE PLAN

#### A. *Sources of Consideration for Plan Distributions*

##### 1. Cash Consideration

All Cash consideration necessary for the Reorganized Debtors to make payments or distributions to holders of Existing Senior Secured Notes Claims under Article III.C.2 shall be obtained from the Share Placement, the Existing Senior Secured Notes Equity Subscription and other Cash on hand of the Debtors, including Cash derived from business operations. Further, the Debtors and the Reorganized Debtors, as the case may be, will be entitled to transfer funds from Non-Debtor Affiliates, in consultation with the Steering Committees, as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical

intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

## 2. New Securities

On the Effective Date or as soon as practicable thereafter, Reorganized Roust shall issue or cause to be issued (i) 3,020,661 shares of series B New Common Stock for distribution of the Existing Senior Secured Notes Equity Allocation to holders of Allowed Existing Senior Secured Notes Claims and/or, if applicable up to 3,020,661 shares of series C New Common Stock for distribution to holders of Allowed Existing Convertible Notes Claims that have participated in the Existing Senior Secured Notes Equity Subscription, (ii) 2,648,090 shares of series C New Common Stock for distribution of the Existing Convertible Notes Equity Allocation to the holders of Allowed Existing Convertible Notes Claims, (iii) 250,000 shares of series C New Common Stock in connection with the Additional Convertible Notes Equity Allocation; (iv) 14,260,217 shares of series A New Common Stock in connection with the Russian Standard Parties Equity Allocation, (v) 5,775 shares of series B New Common Stock and 57,747 shares of series C New Common Stock in connection with the Backstop Commitment Fee, (vi) 3,257,510 shares of New Common Stock in connection with the Share Placement (to be issued as series A New Common Stock, series B New Common Stock and series C New Common Stock, as applicable), (vii) 1,500,000 shares of New Common Stock in connection with the Additional Share Placement Equity Allocation (to be issued as series A New Common Stock, series B New Common Stock and series C New Common Stock, as applicable), and (viii) the New Senior Secured Notes in partial exchange for the Existing Senior Secured Notes. Shares of New Common Stock issued and outstanding on the Effective Date are subject to dilution on account of the MIP. All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid and nonassessable. Reorganized Roust's certificate of incorporation will provide for the issuance of three series of New Common Stock. Series A New Common Stock will be issued to the Russian Standard Parties. Series B New Common Stock will be issued to the Existing Senior Secured Noteholders. Series C New Common Stock will be issued to the Existing Convertible Noteholders. All series of New Common Stock will have the same voting rights, provided that pursuant to the Investor Rights Agreement, the holders of series A New Common Stock will have the right to appoint three directors, the holders of series B New Common Stock will have the right to appoint one director, and the holders of series C New Common Stock will have the right to appoint one director, as set forth in Article V.D. below.

Each distribution and issuance referred to in Article VII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance. Notwithstanding the Effective Date, the New Senior Secured Notes shall accrue interest from January 1, 2017, in accordance with the terms of the indenture governing the New Senior Secured Notes.

*B. Cancellation of Securities and Agreements*

Except as otherwise specifically provided for in the Plan, on the Effective Date: (1) all purchase rights, instruments, guarantees, certificates, warrants, options, puts, agreements, and other documents evidencing the Existing Roust Interests, and any other Interests in the Debtors (except as provided in Article III.C) shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged, (2)(i) all indentures, notes, bonds, purchase rights, instruments, guarantees, certificates, warrants, options, puts, agreements, pledges, security documents and other documents evidencing the Existing Senior Secured Notes and the guarantees and security relating thereto including the Existing Senior Secured Notes Indenture shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged, and (ii) the Existing Senior Secured Notes Indenture Trustee shall mark the Global Notes (as defined in the Existing Senior Secured Notes Indenture) cancelled and deliver such cancelled Global Notes to Reorganized Roust, and (3)(i) all indentures, notes, bonds, purchase rights, instruments, guarantees, certificates, warrants, options, puts, agreements, pledges, security documents and other documents evidencing the Existing Convertible Notes and the guarantees and security relating thereto including the Existing Convertible Notes Indenture shall be deemed cancelled, and the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released, and discharged, and (ii) the Existing Convertible Notes Indenture Trustee shall mark the Global Notes (as defined in the Existing Convertible Notes Indenture) cancelled and deliver such cancelled Global Notes to Reorganized Roust; provided, however, that notwithstanding Confirmation or the occurrence of the Effective Date, the Existing Notes Indentures and other agreements that govern or relate to the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of Existing Notes to receive distributions under the Plan as provided herein, (b) allowing the Indenture Trustees and Existing Notes Agents, if applicable, to make distributions under the Plan as provided herein, and (c) maintaining and exercising any lien in favor of the Indenture Trustees and/or Existing Notes Agents and their professionals; provided further, however, that the preceding proviso shall not affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan; provided further, however, that the cancellation of indentures, notes, instruments, guarantees, certificates, and other documents hereunder shall not itself alter the obligations or rights among third parties (apart from the Debtors, the Reorganized Debtors, and the Non-Debtor Affiliates). Upon cancellation of the Existing Notes Indentures, all duties and responsibilities of the Existing Senior Secured Notes Indenture Trustee and the Existing Notes Agents under the Existing Senior Secured Notes Indenture and the Existing Convertible Notes Indenture Trustee and the Existing Notes Agents under the Existing Convertible Notes Indenture, respectively, shall be discharged except to the extent required in order to effectuate the Plan.

*C. Section 1145 Exemption*

The issuance of the New Senior Secured Notes, including the guarantees thereto, shall be made pursuant to Section 4(a)(2) of the Securities Act of 1933 (the “*Securities Act*”), as amended, or Regulation S under the Securities Act and the New Common Stock distributed to



creditors on account of their Claims shall be authorized under section 1145 of the Bankruptcy Code as of the Effective Date without further act or action by any person, unless required by provisions of the relevant corporate documents or applicable law, regulation, order or rule, and shall thereby be exempt from the requirements of section 5 of the Securities Act and any state or local laws requiring registration for the offer and sale of a security, and all documents evidencing the same shall be executed and delivered as provided for in the Plan or the Plan Supplement. New Common Stock issued pursuant to the Share Placement will be exempt from registration pursuant to section 1145 of the Bankruptcy Code to the extent permitted or under the Securities Act by virtue of Section 4(a)(2) thereof and Regulation D promulgated thereunder or pursuant to the safe harbor provided by Regulation S under the Securities Act. To the extent that the New Senior Secured Notes and New Common Stock being issued in the Share Placement is issued in reliance on Section 4(a)(2) of the Securities Act, such securities will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act and accordingly may not be offered, sold, resold, pledged, delivered, allotted or otherwise transferred except in transactions that are exempt from, or in transactions not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws, and such New Senior Secured Notes and shares of New Common Stock shall bear a legend restricting their transferability until no longer required under applicable requirements of the Securities Act and state securities laws.

*D. Reorganized Debtors’ Boards of Directors*

On the Effective Date, the board of directors of Reorganized Roust shall consist of five members: (i) three directors appointed by the Russian Standard Parties and (ii) two minority directors (the “*Minority Directors*”). One Minority Director will be appointed by the Existing Senior Secured Notes Steering Committee (the “*Senior Minority Director*”) and the second Minority Director will be appointed by the Existing Convertible Notes Steering Committee (the “*Junior Minority Director*”).

Board of directors meetings for Reorganized Roust must occur at least quarterly and must be in London or New York, unless the Minority Directors agree to a different venue. Two Business Days’ written notice must be provided for telephonic meetings of the board of directors of Reorganized Roust and one week’s written notice must be provided for in-person meetings of the board of directors of Reorganized Roust. If a Minority Director is not present for a meeting of the board of directors of Reorganized Roust, despite notice being provided, the meeting can proceed. Notice requirements for meetings of the board of directors of Reorganized Roust can be waived by unanimous approval of the Minority Directors.

A quorum for any board meeting or board matter with respect to Reorganized Roust must include both Minority Directors. At least one Minority Director shall serve on each committee of the board of Reorganized Roust and such director must be present for a quorum of such committee. The Minority Directors shall serve on a committee to be charged with the Exit Event process. Such committee must report to the board of directors of Reorganized Roust and final decisions with respect to an Exit Event will be made by the board of directors of Reorganized Roust.

For as long as the Russian Standard Parties maintain at least 45.0% of the fully diluted equity, representatives of the Russian Standard Parties shall have the right to appoint the majority of the members of the board of directors. For as long as the Russian Standard Parties hold less than 45.0%, but more than 30.0% of the fully diluted equity, the Russian Standard Parties shall have the right to appoint two members of the board of directors. The identities of the members of the new boards of each of the Reorganized Debtors shall be identified in the Plan Supplement or in a filing with the Bankruptcy Court at or prior to the Confirmation Hearing. Each member of the new board of Reorganized Roust will serve from and after the Effective Date pursuant to applicable law and the terms of the Corporate Governance Documents.

A Minority Director may be replaced by the vote or written action of  $66\frac{2}{3}\%$  of shares entitled to appoint such member. Any meeting for the purpose of replacing a Minority Director may be called by 20% of the shares entitled to vote at such meeting. For the avoidance of doubt, the Senior Minority Director cannot be removed without approval of the holders of Existing Senior Secured Notes and the Junior Minority Director cannot be removed without approval of the holders of the Existing Convertible Notes.

The terms governing the board of directors of Reorganized Roust, including certain requirements for Reserved Matters, are set forth in the Corporate Governance Documents and the indenture and related documentation governing the New Senior Secured Notes.

#### *E. Governance Documents and Corporate Existence*

On the Effective Date, the Corporate Governance Documents of the Debtors shall be amended or filed, as appropriate, in a form as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code (including, without limitation, section 1123(a)(6) of the Bankruptcy Code) and shall be included in the Plan Supplement. The terms of such documents shall be substantially the same as described in the Disclosure Statement with such changes as may be collectively approved among the relevant Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee. Any such amended Corporate Governance Documents will be filed by the Reorganized Debtors with the applicable Secretaries of State and/or other applicable authorities in their respective state of formation or incorporation in accordance with the corporate or the business entity laws of such state on the Effective Date or as soon as practicable thereafter.

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

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

*G. Russian Standard Parties' Contributions*

On the Effective Date, the Russian Standard Parties will make the Russian Standard Parties' Contributions in exchange for the Russian Standard Parties Equity Allocation. As part of the consideration for the Russian Standard Parties' Contributions, the RTL Debt will be deemed repaid in full. For the avoidance of doubt, upon the completion of the RSV Contribution, all intellectual property and trademarks relating to, but not limited to, distilleries managed by and brands sold by Reorganized Roust (the "IP") will be the sole property of the Reorganized Roust group. IP shall be broadly construed and no IP shall be held outside the Reorganized Roust group in any capacity, including either individually by Roustam Tariko or by any of his affiliated entities.

*H. Share Placement*

1. The Share Placement Subscription

A total of 3,257,510 shares of New Common Stock equal to 13.03% of the New Common Stock issued and outstanding as of the Effective Date, subject to dilution on account of the MIP, shall be issued in exchange for \$55 million in cash at a subscription price of \$16.88 per share in accordance with the following Subscription Priority Scheme:

(i) the Consenting Senior Secured Noteholders shall have the right to subscribe to up to their pro rata share of 296,137 series B shares for a total of \$5 million;

(ii) each holder of an Existing Convertible Notes Claim shall have the right to subscribe to up to its pro rata share of 2,961,373 series C shares for a total of \$50 million, plus any shares left unsubscribed pursuant to (i);

(iii) in the event the Share Placement is not fully subscribed per (i) and (ii), the Russian Standard Parties shall have the right to subscribe for the unplaced shares up to an additional 296,137 series A shares for a total of \$5 million pursuant to the Co-Investment Right;

(iv) to the extent the Share Placement is not fully subscribed pursuant to (i), (ii) and (iii), then (a) the Russian Standard Parties shall have the right to subscribe to 50% of the remaining unplaced shares (in the form of series A shares), subject to the maximum number of shares imposed by the Co-Investment Right, and (b) each Backstop Convertible Noteholder shall have the right to subscribe to up to 50% of the remaining unplaced shares (in the form of series C shares), provided that in the event of oversubscription (x) the unplaced shares shall be allocated pro rata (for the purpose of this subclause (iv), pro rata shall be based on the respective commitments of the Backstop Convertible Noteholders as set forth in the Backstop Agreement) and (y) if a Backstop Convertible Noteholder subscribes to less than its maximum pro rata allocation the difference (between what such Backstop Convertible Noteholder subscribed to and what it was entitled to subscribe to) shall be made available to the remaining Backstop Convertible Noteholders pro rata. To the extent any unplaced shares remain after (y), the obligation in (y) shall repeat until the maximum pro rata allocation available to each Backstop Convertible Noteholder under this subclause (iv) has either been fully allocated (to the relevant Backstop Convertible Noteholder or to the Backstop Convertible Noteholders) or been made available to the Backstop Convertible Noteholders and been left unsubscribed;

(v) to the extent the Share Placement is not fully subscribed pursuant to (i), (ii), (iii) and (iv), each holder of an Existing Convertible Notes Claim shall have the right to subscribe to the remaining unplaced shares (in the form of series C shares), provided that in the event of oversubscription (x) each holder of an Existing Convertible Notes Claim shall have the right to subscribe to up to its pro rata share of the unplaced shares and (y) if a holder of an Existing Convertible Notes Claim subscribes to less than its maximum pro rata allocation the difference (between what such Existing Convertible Noteholder subscribed to and what it was entitled to subscribe to) shall be made available to the remaining holders of Existing Convertible Notes Claims on a pro rata basis. To the extent any unplaced shares remain after (y), the obligation in (y) shall repeat until the maximum pro rata allocation available to each holder of an Existing Convertible Notes Claim under this subclause (v) has either been fully allocated (to the relevant holder of Existing Convertible Notes Claims or to the holders of Existing Convertible Notes Claims) or been made available to the holders of Existing Convertible Notes Claims and been left unsubscribed;

(vi) to the extent the Share Placement is not fully subscribed per (i), (ii), (iii), (iv) and (v), each holder of an Existing Senior Secured Notes Claim shall have the right to subscribe to the remaining unplaced shares (in the form of series B shares), provided that in the event of oversubscription (x) each holder of an Existing Senior Secured Notes Claim shall have the right to subscribe to up to its pro rata share of the unplaced shares and (y) if a holder of Existing Senior Secured Notes Claims subscribes to less than its maximum pro rata allocation the difference (between what it subscribed to and what it was entitled to subscribe to) shall be made available to the remaining holders of Existing Senior Secured Notes Claims on a pro rata basis. To the extent any unplaced shares remain after (y), the obligation in (y) shall repeat until the maximum pro rata allocation available to each holder of Existing Senior Secured Notes Claims under this subclause (vi) has either been fully allocated (to the relevant holder of Existing Senior Secured Notes Claims or to the holders of Existing Senior Secured Notes Claims) or been made available to the holders of Existing Senior Secured Notes Claims and been left unsubscribed; and

(vii) to the extent the Share Placement is not fully subscribed per (i), (ii), (iii), (iv), (v), and (vi), any remaining unplaced shares shall be allocated to and purchased by the Backstop Noteholders (in the form of series B and series C shares, as applicable) in accordance with the Backstop Agreement.

All participants in the Share Placement shall receive their respective shares of the Additional Share Placement Equity Allocation.

## 2. The Share Placement Backstop

The Backstop Noteholders have agreed to backstop the Share Placement in accordance with the terms of the Backstop Agreement in exchange for the Backstop Commitment Fee. Subject to the transfer restrictions set forth in the Backstop Agreement, each of the Backstop Noteholders shall be permitted to transfer its backstop commitment to another Backstop Noteholder or any related party in which it or any of its affiliates (and/or any affiliate that is wholly-owned by any of such holder's affiliates) has a current or contingent interest, provided, that in the event such related party or affiliate defaults on its backstop obligations, the original Backstop Noteholder shall remain liable.

3. Existing Senior Secured Notes Equity Subscription

Pursuant to the Existing Senior Secured Notes Equity Subscription, each holder of Existing Convertible Notes Claims shall have the right to subscribe pro rata to the shares of New Common Stock issued in connection with the Existing Senior Secured Notes Equity Allocation at a subscription price of \$25.98 per share. To the extent the Existing Senior Secured Notes Equity Subscription is not fully subscribed, each holder of an Existing Convertible Notes Claim that subscribed to shares of New Common Stock issued in connection with the Existing Senior Secured Notes Equity Allocation shall have the right to subscribe to up to its pro rata share of the unplaced shares of those holders of Existing Convertible Notes Claims who chose not to subscribe. For the avoidance of doubt, any shares subscribed to by holders of Existing Convertible Notes Claims pursuant to the Existing Senior Secured Notes Equity Subscription shall be issued in the form of series C New Common Stock. The proceeds of the Existing Senior Secured Notes Equity Subscription, if any, shall be distributed pro rata to holders of Existing Senior Secured Notes Claims as set forth in Article III.C.2 herein.

*I. Co-Investment Right*

The Russian Standard Parties shall have the Co-Investment Right in connection with the Share Placement in the priorities and dollar amounts specified in the Subscription Priority Scheme.

*J. Management Incentive Plan*

On or after the Effective Date, the Reorganized Debtors shall implement a management incentive plan (the “*Management MIP*”) for nominated members of management in the amount of up to 2.0% of all issued and outstanding New Common Stock (in the form of series A New Common Stock) on a fully diluted basis vesting over a period of two to four years. If an Exit Event is completed by June 30, 2019, the lesser of (a) the remaining unvested MIP and (b) two-thirds of the MIP will vest in connection with such Exit Event. The specific form of and terms applicable to awards granted under the incentive plan for management, including vesting conditions, shall be determined by the new board of Reorganized Roust.

Separately, Roustam Tariko shall also receive a management incentive plan that includes the following: (i) 2.0% of the equity in Reorganized Roust on a fully diluted basis (in the form of series A New Common Stock) (the “*Initial Earn Out Equity*”) exercisable upon the occurrence of an Exit Event at a valuation of \$250 million above \$649.4 million (the plan equity value) (the “*Initial Earn Out Equity Threshold*”) and (ii) 1.0% of additional equity in Reorganized Roust (in the form of series A New Common Stock) on a fully diluted basis for each \$250 million of equity value created above the Initial Earn Out Equity Threshold on the Effective Date, up to a maximum of 3.0% of incremental equity on a fully diluted basis (the “*Additional Earn Out Equity*”, and collectively with the Initial Earn Out Equity, the “*RT Earn Out Equity*”). The triggering of an Additional Earn Out Equity award shall be based on a 30-day volume weighted average price of the Reorganized Roust stock post-Exit Event. Roustam Tariko will be entitled to receive Additional Earn Out Equity until July 31, 2019. The RT Earn Out Equity shall expire if an Exit Event has not occurred by June 30, 2019. The Management MIP, Additional Earn Out

Equity and the RTL Earn Out Equity, are collectively referred to as the MIP.

*K. Supplemental Indentures and Collateral and Guarantee Release*

On and after the Effective Date, the following actions shall be deemed authorized and approved in all respects, without the need for further approval or agreement under the Existing Notes Indentures or any further action, by the directors or officers of the Debtors or the Reorganized Debtors, the Indenture Trustees, the Existing Notes Agents, or otherwise and pursuant to entry of the Confirmation Order: (i) the Supplemental Indentures shall be and shall be deemed to be executed and effective in all regards and in accordance with their terms; (ii) the Collateral and Guarantee Release shall be and shall be deemed to be in effect; (iii) CEDC FinCo shall deliver notice to each of the Existing Notes Indenture Trustees that it designates all Non-Debtor Affiliates as Unrestricted Subsidiaries (as defined in the Existing Senior Secured Notes Indenture and the Existing Convertible Notes Indenture, respectively) under each of the Existing Notes Indentures; and (iii) upon designation of such Non-Debtor Affiliates as Unrestricted Subsidiaries, the guarantees by such Unrestricted Subsidiaries of the Existing Notes shall be automatically released pursuant to each of the Existing Notes Indentures and all liens on assets of such Non-Debtor Affiliates designated as Unrestricted Subsidiaries that secure each of the Existing Notes shall be automatically released pursuant to each of the Existing Notes Indentures.

*L. Restructuring Transactions*

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons agree; (3) the filing of appropriate certificates or articles of incorporation or amendments thereof, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable law; and (4) all other actions that the applicable Persons determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

*M. Corporate Action*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (1) selection of the directors and officers of the Reorganized Debtors; and (2) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have

occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtors.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, operating agreements and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by this Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

*N. Effectuating Documents; Further Transactions*

On and after the Effective Date, the Reorganized Debtors and the officers and members of the board of directors thereof are authorized to issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization or consents except for those expressly required pursuant to the Plan.

*O. Section 1146 Exemption from Certain Taxes and Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property in contemplation of, in connection with, or pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) any restructuring transaction authorized by Article V hereof; and (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; or (d) assignments executed in connection with any transaction occurring under the Plan.

*P. D&O Liability Insurance Policies and Indemnification Provisions*

Notwithstanding anything herein to the contrary, as of the Effective Date, the D&O Liability Insurance Policies and Indemnification Provisions shall be treated as though they are executory contracts that the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the D&O Liability Insurance Policies in full force) pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy

Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies and Indemnification Provisions.

*Q. Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, the releases by the Debtors provided by Article IX.B hereof), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors or Reorganized Debtors have released any Person on or before the Effective Date (including pursuant to the releases by the Debtors or otherwise), the Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or consummation of the Plan.

*R. Single Satisfaction of Claims*

Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claim, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of the Claim. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of Allowed Claims exceed 100% of the underlying Allowed Claim.

*S. Proofs of Claim*

Notwithstanding anything herein, in the Bankruptcy Code, in the Bankruptcy Rules, or in any other order of the Bankruptcy Court to the contrary, neither the Indenture Trustees nor any holder of any Existing Notes Claims will be required to file proofs of claim in any of the Chapter 11 Cases or any successor cases, and the findings of fact in the Confirmation Order shall be deemed to constitute a timely filed proof of claim. Notwithstanding the foregoing, the Indenture Trustees may, in their discretion or at the direction of at least 50.1% of the holders of Existing Convertible Notes Claims or Existing Senior Secured Notes Claims, as applicable, file a single proof of claim on account of all such Existing Convertible Notes Claims or Existing Senior



Secured Notes Claims, as applicable. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any of the Chapter 11 Cases or successor cases shall not apply to the Indenture Trustees or the holders of Existing Notes Claims with respect to the Existing Notes.

*T. U.S. Federal Income Tax Treatment of Existing Notes Claims*

For U.S. federal income tax purposes, (a) Reorganized Roust shall be treated as contributing to CEDC FinCo the consideration to be distributed with respect to the Existing Senior Secured Notes Claims pursuant to Article III.C.2 (other than the New Senior Secured Notes), and CEDC FinCo shall be treated as transferring such consideration and issuing the New Senior Secured Notes in exchange for the Existing Senior Secured Notes Claims, and (b) Reorganized Roust shall be treated as contributing to CEDC FinCo the consideration to be distributed with respect to the Existing Convertible Notes Claims pursuant to Article III.C.3, and CEDC FinCo shall be treated as transferring such consideration in exchange for the Existing Convertible Notes Claims.

**ARTICLE VI**

**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

Except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, each of the Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease to be rejected pursuant to the Plan Supplement before the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date.

All Assumed Executory Contracts and Unexpired Leases shall remain in full force and effect for the benefit of the Reorganized Debtors, and be enforceable by the Reorganized Debtors in accordance with their terms, notwithstanding any provision in such assumed Executory Contract or Unexpired Lease that prohibits, restricts or conditions such assumption, assignment or transfer. Any provision in the assumed Executory Contracts and Unexpired Leases that purports to declare a breach or default based in whole or in part on commencement or continuance of these Chapter 11 Cases or any successor cases is hereby deemed unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to

the Plan (including, without limitation, any “change of control” provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors’ assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by such order or by applicable law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the list of Executory Contracts and Unexpired Leases identified in the Plan Supplement at any time before the Effective Date in consultation with the Steering Committees. After the Effective Date, the Reorganized Debtors shall have the right to terminate, amend or modify any intercompany contracts, leases or other agreements without approval of the Bankruptcy Court.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within 30 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as Class 5 General Unsecured Claims against the applicable Debtor and shall be treated in accordance with Article III of the Plan.

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

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (i) the nature or amount of any Cure, (ii) the ability of the Reorganized Debtors to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (iii) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or

ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

*D. Insurance Policies*

Notwithstanding anything herein to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the Insurance Policies in full force) all of the Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the Insurance Policies.

*E. Reservation of Rights.*

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

*F. Contracts and Leases Entered Into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

## **ARTICLE VII**

### **PROVISIONS GOVERNING DISTRIBUTIONS**

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

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, on the next Distribution Date or as soon as reasonably practicable thereafter), each holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class and in the manner provided herein. There shall be no record date for distributions under the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are

Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VIII hereof. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*B. Disbursing Agent*

Except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtors as Disbursing Agent or such other Person designated by the Reorganized Debtors as a Disbursing Agent on the Effective Date.

*C. Rights and Powers of Disbursing Agent*

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) affect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent, the Indenture Trustees and the Existing Notes Agents in connection with distributions under or implementation of the Plan on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent, the Indenture Trustees and the Existing Notes Agents shall be paid in Cash by the Reorganized Debtors.

*D. Cash Distributions*

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

*E. Rounding of Payments*

Whenever payment of a fraction of a cent or share would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole dollar or share, or zero if the amount is less than one dollar or share. To the extent Cash, notes, warrants, shares, or stock that are to be distributed under the Plan remain undistributed as a result of the

rounding of such fraction to the nearest whole cent or share, such Cash, notes, or shares shall be treated as an unclaimed distribution under the Plan as set forth in Article VII.H herein.

*F. Distributions on Account of Claims Allowed After the Effective Date*

1. Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors or the Reorganized Debtors, on the one hand, and the holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

*G. Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be made to holders of record by the Disbursing Agent: (a) to the signatory set forth on any of the Proofs of Claim filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is filed or if the Debtors have been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim; (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of a change of address; (d) on any counsel that has appeared in the Chapter 11 Cases or any successor cases on the holder's behalf or (e) at the addresses reflected in the Debtors' books and records. Distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment or like legal process, so that each holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. None of the Debtors, the Reorganized Debtors and the applicable Disbursing Agent shall incur any liability whatsoever on account of any distributions under the Plan except for gross negligence, willful misconduct or fraud.

Except as otherwise provided in the Plan, (i) in connection with the Existing Senior Secured Notes, (a) all distributions of Cash to holders of Existing Senior Secured Notes shall be governed by the Existing Senior Secured Notes Indenture, and shall be deemed completed when made to the Existing Senior Secured Notes Indenture Trustee for distribution in accordance with the Existing Senior Secured Notes Indenture, and (b) all distributions other than Cash to holders of Existing Senior Secured Notes shall be deemed completed when made by the Disbursing Agent directly to holders of Existing Senior Secured Notes in accordance with the terms of the

Plan and the Existing Senior Secured Notes Indenture; (ii) in connection with the Existing Convertible Notes, all distributions to holders of Existing Convertible Notes shall be governed by the Existing Convertible Notes Indenture and shall be deemed completed when made by the Disbursing Agent directly to holders of Existing Convertible Notes in accordance with the terms of the Plan and the Existing Convertible Notes Indenture; and (iii) in connection with both the Existing Senior Notes and the Existing Convertible Notes, any distributions to be made by the Disbursing Agent shall be subject to the charging lien of the Existing Convertible Notes Indenture Trustee or the Existing Notes Agents, as applicable.

## 2. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made as soon as practicable after such distribution has become deliverable or has been claimed to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the applicable Distribution Date. After such date, all “unclaimed property” or interests in property shall revert to the Reorganized Debtors (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

### *H. Withholding and Reporting Requirements*

In connection with the Plan and all instruments issued in connection therewith, the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements.

### *I. Setoffs*

Except as set forth herein, the Debtors and the Reorganized Debtors may withhold (but not set off except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 558 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim) the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of

Action that the Debtors or the Reorganized Debtors may possess against any such holder, except as specifically provided herein.

*J. Surrender of Cancelled Instruments or Securities*

As a condition precedent to receiving any distribution pursuant to the Plan on account of an Allowed Claim evidenced by the instruments, securities, notes, or other documentation canceled pursuant to Article V.B of the Plan, the Holder of such Claim will tender the applicable instruments, securities, notes or other documentation evidencing such Claim (or a sworn affidavit identifying the instruments, securities, notes or other documentation formerly held by such Holder and certifying that they have been lost), to the Reorganized Debtors or another applicable Distribution Agent unless waived in writing by the Debtors or the Reorganized Debtors, as applicable. Notwithstanding anything to the contrary herein, and except as provided in Article III.C.2 above, on the Effective Date, the Existing Notes shall be deemed cancelled without any action on the part of the holders of Existing Notes.

*K. Lost, Stolen, Mutilated or Destroyed Securities*

Except with respect to the Existing Notes, in addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim evidenced by a security or note that has been lost, stolen, mutilated, or destroyed will, in lieu of surrendering such security or note to the extent required by the Plan, deliver to the Reorganized Debtors and other applicable Distribution Agent: (x) evidence reasonably satisfactory to the Reorganized Debtors and other applicable Distribution Agent of such loss, theft, mutilation, or destruction; and (y) such security or indemnity as may be required by the Reorganized Debtors and other applicable Distribution Agents to hold such party harmless from any damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim. Upon compliance with this Article VII.K of the Plan as determined by the Debtors or Reorganized Debtors by a Holder of a Claim evidenced by a security or note, such Holder will, for all purposes under the Plan, be deemed to have surrendered such security or note to the Reorganized Debtors and other applicable Distribution Agents.

*L. Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in part or in full a Claim to the extent that the holder of such Claim receives payment in part or in full on account of such Claim from a party other than the Debtors or Reorganized Debtors. To the extent a holder of a Claim receives a distribution on account of such Claim from a party other than the Debtors or Reorganized Debtors, such holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Insurance Claims

No distributions under the Plan shall be made on account of Allowed Claims until the holder of such Allowed Claim has exhausted all remedies with respect to the Debtors' Insurance Policies. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

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

*M. Allocation of Distributions Between Principal and Unpaid Interest*

To the extent that any Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for U.S. federal income tax purposes, be allocated on the Debtors' books and records to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the accrued but unpaid interest.

**ARTICLE VIII**

**PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED AND DISPUTED CLAIMS**

*A. Prosecution of Objections to Claims*

The Debtors (before the Effective Date) or the Reorganized Debtors (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under the Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

*B. Allowance of Claims*

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), the Reorganized Debtors after the Effective Date will have and retain any and all rights and defenses held by the Debtors with



respect to any Claim as of the Petition Date. All claims of any Person against any Debtor shall be disallowed unless and until such Person pays, in full, the amount it owes each such Debtor.

*C. Distributions After Allowance*

On the Distribution Date following the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

*D. Estimation of Claims*

The Debtors (before the Effective Date) or Reorganized Debtors (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim against any party or Person, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors (before the Effective Date) or the Reorganized Debtors (after the Effective Date), may elect to pursue any supplemental proceedings to object to any ultimate distribution 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. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

*E. Deadline to File Objections to Claims*

Any objections to Claims shall be filed no later than the Claims Objection Bar Date; provided, however, that the Debtors' failure to file an objection by the Claims Objection Bar Date shall not cause any Claim to be deemed an Allowed Claim nor shall it prejudice the Debtors' right to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

## **ARTICLE IX**

### **SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS**

*A. Compromise and Settlement of Claims, Interests and Controversies*

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and

controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Persons.

*B. Releases by the Debtors*

**Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including (i) the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, (ii) the contribution of RSV to the Reorganized Debtors, (iii) the execution and delivery of the Restructuring Support Agreement and the performance of all material obligations thereunder, (iv) the execution and delivery of the Backstop Agreement and the performance of all material obligations thereunder, (v) participation in the Share Placement, (vi) the discharge of debt and all other good and valuable consideration paid pursuant hereto, and (vii) the services of the Debtors', the Non-Debtor Affiliates', the Russian Standard Parties' and RSV's present and former officers, directors, managers and advisors in facilitating the expeditious implementation of the restructuring contemplated hereby, on and after the Effective Date (such that the Reorganized Debtors will not receive any Claim or Cause of Action released hereunder), the Released Parties and their respective property are released and discharged by the Debtors, the Reorganized Debtors, the Estates, and the Non-Debtor Affiliates from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, their Estates and the Non-Debtor Affiliates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or the Non-Debtor Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Restructuring Support Agreement, the Debtors' Chapter 11 Cases, the Existing Senior Secured Notes, the Existing Convertible Notes, the purchase, 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, Reorganized Debtor, Estate or Non-Debtor Affiliate and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the**

Plan, the Disclosure Statement, the Plan Supplement or related agreements, instruments or other documents, or with respect to any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; provided, however, that nothing in this Article IX.B shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct, or criminal conduct, as determined by a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor releases pursuant to this Article IX.B, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such Debtor releases are (i) in exchange for the good and valuable consideration provided by the Released Parties, (ii) a good faith settlement and compromise of the claims released by such Debtor releases, (iii) in the best interests of the Debtors and all holders of Claims and Interests, (iv) fair, equitable and reasonable, (v) given and made after due notice and opportunity for hearing, and (vi) a bar to any of the Debtors or the Reorganized Debtors asserting any Claim or Cause of Action released pursuant to such Debtor releases.

*C. Releases by Holders of Claims*

Except as otherwise provided in the Plan or the Plan Supplement, as of the Effective Date, each Releasing Party, to the fullest extent allowed by applicable law, as such law may be extended or interpreted subsequent to the Effective Date, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, the Reorganized Debtors, their Estates, the Non-Debtor Affiliates and the Released Parties and their respective property from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims, assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws or otherwise, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Restructuring Support Agreement, the Debtors' Chapter 11 Cases, the Existing Senior Secured Notes, the Existing Convertible Notes, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including (without limitation) any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement or related agreements, instruments or other documents, with respect to any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Confirmation Date; provided, however, that nothing in this Article IX.C shall be construed to release any party or entity from gross negligence, intentional fraud, willful misconduct or criminal conduct,

as determined by a Final Order. Notwithstanding anything to the contrary in the Existing Senior Secured Notes Indenture or Existing Convertible Notes Indenture, or the instruments, guarantees, certificates, security documents and other documents related thereto, the Releasing Parties shall have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Non-Debtor Affiliates from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, direct or indirect, foreseen or unforeseen, existing or hereafter arising, that relate to guarantees of the Existing Senior Secured Notes or Existing Convertible Notes, and any collateral of Non-Debtor Affiliates securing the Existing Notes or any guarantees thereto. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third party releases pursuant to this Article IX.C, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such third party releases are (i) in exchange for the good and valuable consideration provided by the Debtors, the Reorganized Debtors, the Non-Debtor Affiliates and the Released Parties, (ii) a good faith settlement and compromise of the claims released by such third party releases, (iii) in the best interests of the Debtors and all holders of Claims and Interests, (iv) fair, equitable and reasonable, (v) given and made after due notice and opportunity for hearing, and (vi) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such Debtor releases.

#### *D. Exculpation*

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence, intentional fraud or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law). The Debtors and the Reorganized Debtors (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

#### *E. Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights and treatment that are provided in the Plan shall be

in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

*F. Injunction*

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.B OR ARTICLE IX.C, DISCHARGED PURSUANT TO ARTICLE IX.E, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.D, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, INCLUDING ANY CLAIMS IN RESPECT OF ANY GUARANTEES OR PLEDGES WITH RESPECT TO THE EXISTING NOTES GRANTED BY NON-DEBTOR AFFILIATES; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER,

INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE. ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

*G. Temporary Injunction with Respect to Existing Notes Claims*

TO THE EXTENT SUCH CLAIMS ARE NOT OTHERWISE RELEASED PURSUANT TO ARTICLE IX.C OF THIS PLAN, THE CONFIRMATION ORDER APPROVING THIS PLAN SHALL ACT AS A TEMPORARY INJUNCTION AGAINST THE ENFORCEMENT OF ANY DEFAULT AGAINST THE DEBTORS OR ANY NON-DEBTOR AFFILIATE OBLIGATED UNDER THE EXISTING NOTES CLAIMS. HOLDERS OF EXISTING NOTES CLAIMS SHALL BE ENJOINED FROM COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS, OR ACT TO COLLECT, OFFSET, OR RECOVER ANY CLAIM RELATING TO THE EXISTING NOTES CLAIMS SO LONG AS THE DEBTORS OR THE REORGANIZED DEBTORS CONTINUE TO PROVIDE OR CAUSE TO BE PROVIDED SUCH TREATMENT TO HOLDERS OF EXISTING NOTES CLAIMS AS PROVIDED UNDER THE PLAN. THE TEMPORARY INJUNCTION WILL EXPIRE AUTOMATICALLY IF THE REORGANIZED DEBTORS DEFAULT UNDER THE PLAN BY FAILING TO PROVIDE OR CAUSE TO BE PROVIDED SUCH TREATMENT TO HOLDERS OF EXISTING NOTES CLAIMS AS PROVIDED UNDER THE PLAN AND FAIL TO CURE SUCH DEFAULT WITHIN 30 DAYS.

*H. Term of Injunctions or Stays*

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

*I. Release of Liens and Guarantees*

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all guarantees, mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any holder of such guarantees, mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtors and their successors and assigns. For the avoidance of doubt, all guarantees, mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

**ARTICLE X**

**CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE**

*A. Conditions Precedent to Confirmation*

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Article X.C.

1. The Bankruptcy Court shall have entered an order in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Confirmation Order (a) shall be, in form and substance, reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee, and (b) shall include a finding by the Bankruptcy Court that the New Senior Secured Notes and the New Common Stock to be issued on the Effective Date will be authorized and exempt from registration under applicable securities law pursuant to section 1145 of the Bankruptcy Code or section 4(a)(2) of the Securities Act and Regulation D, and shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code.

3. The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto shall, in form and substance, be reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee, consistent in all material respects with the Restructuring Support Agreement.

4. The Bankruptcy Court shall have entered one or more orders in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee, authorizing and directing the Debtors to assume (a) the Restructuring Support Agreement, (b) the Backstop Agreement, and (c) the engagement or fee letters of each of the Advisors.

5. The Restructuring Support Agreement shall not have been terminated and shall be in full force and effect.

*B. Conditions Precedent to the Effective Date*

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Article X.C.

1. The Bankruptcy Court shall have entered one or more orders (which may include the Confirmation Order) authorizing the assumption and rejection of Executory Contracts and Unexpired Leases by the Debtors as contemplated herein in form and substance acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee.

2. The Confirmation Order shall be consistent with the Restructuring Support Agreement and in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee, and the Existing Convertible Notes Steering Committee and shall have been entered by the Bankruptcy Court and shall not be subject to any stay subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code.

3. The Share Placement shall have been consummated.

4. All of the schedules, documents, supplements and exhibits to the Plan shall have been filed in form and substance reasonably acceptable to the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee and shall be consistent with the terms of the Restructuring Support Agreement.

5. All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the Plan shall have been obtained.

6. All actions, documents, certificates, and agreements necessary to implement this Plan including, without limitation, the Investor Rights Agreement, the Reorganized Debtors' Corporate Governance Documents and the indenture and related documentation for the New Senior Secured Notes shall be consistent with the terms of the Restructuring Support Agreement and shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws. All conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms thereof.



7. The Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee, each acting reasonably and in good faith, shall have received satisfactory confirmatory diligence regarding the Debtors, the Non-Debtor Affiliates, and RSV including satisfaction of any “Know Your Client” requirements and customary FCPA/anti-bribery and sanctions diligence.

8. The Debtors shall have paid all fees and expenses of the Advisors through and including the Effective Date in full in Cash, including all RSA Parties’ Professional Fee Claims and the Existing Notes Trustees’ and Agents Fee and Expense Claims.

9. The Effective Date shall have occurred by February 15, 2017.

10. The Restructuring Support Agreement shall not have been terminated and shall be in full force and effect.

*C. Waiver of Conditions*

The conditions to Confirmation of the Plan and to consummation of the Plan set forth in this Article X may be waived at any time upon receipt of written waivers from each of the Debtors, the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee (and solely to the extent affecting the rights or obligations of the Indenture Trustees and the Existing Notes Agents, the written waiver of the Indenture Trustee and the Existing Notes Agents).

*D. Effect of Failure of Conditions*

If the consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of Claims or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any holders or any other Person in any respect.

**ARTICLE XI**

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

*A. Modification and Amendments*

Except as otherwise specifically provided herein, and with the consent of the Russian Standard Parties, the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee (and solely to the extent affecting the rights or obligations of the Indenture Trustees and the Existing Notes Agents, the consent of the Indenture Trustee and the Existing Notes Agents), the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications

set forth in the Plan, and with the consent of the Russian Standard Parties, and the Existing Senior Secured Notes Steering Committee and the Existing Convertible Notes Steering Committee (and solely to the extent affecting the rights or obligations of the Indenture Trustees and the Existing Notes Agents, the consent of the Indenture Trustee and the Existing Notes Agents), the Debtors expressly reserve their rights to alter, amend or modify materially the Plan one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

*B. Effect of Confirmation on Modifications*

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

*C. Revocation or Withdrawal of the Plan*

The Debtors reserve the right to revoke or withdraw the Plan in consultation with the Steering Committees and subject to the terms of the Restructuring Support Agreement before the Effective Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or consummation of the Plan does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Person; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Person.

## **ARTICLE XII**

### **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 such jurisdiction over the Chapter 11 Cases and all matters arising out of or related to the Chapter 11 Cases and the Plan including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount or allowance of Claims;

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

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtor may be liable in any manner and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Claims based on the Debtors' rejection of Executory Contracts or Unexpired Leases as set forth in Article VI, Cure Claims pursuant to section 365 of the Bankruptcy Code or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases or the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired.

4. ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

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

6. adjudicate, decide or resolve any and all matters related to any Cause of Action;

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

8. resolve any avoidance or recovery actions under sections 105, 502(d), 542 through 551 and 553 of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the consummation, interpretation or enforcement of the Plan or any Person's obligations incurred in connection with the Plan;

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

11. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications and other provisions contained in Article IX and enter such orders as may be necessary or appropriate to implement such releases, injunctions and other provisions;

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

13. adjudicate any and all disputes arising from or relating to distributions under the Plan;
14. consider any modifications of the Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
15. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
16. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with the Plan;
17. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;
18. hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
19. determine any other matters that may arise in connection with or related to the Plan, the Disclosure Statement or the Confirmation Order;
20. enforce all orders previously entered by the Bankruptcy Court;
21. hear any other matter not inconsistent with the Bankruptcy Code; and
22. enter an order concluding or closing the Chapter 11 Cases.

### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

##### *A. Immediate Binding Effect*

Subject to Article X.B., and notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each Person acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

##### *B. Additional Documents*

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

*C. Dissolution of any Statutory Committee*

On the Effective Date, any statutory committee formed in connection with the Chapter 11 Cases shall dissolve automatically and all members thereof shall be released and discharged from all rights, duties and responsibilities arising from or related to the Chapter 11 Cases.

*D. Reservation of Rights*

None of the Plan, any statement or provision contained in the Plan or any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests before the Effective Date.

*E. Successors and Assigns*

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

*F. Service of Documents*

After the Effective Date, any pleading, notice or other document required by the Plan to be served or delivered shall be served as follows:

1. If to the Reorganized Debtors, to:

Roust Corporation  
777 Westchester Avenue  
Suite 101  
White Plains, New York 10604  
Attn: Grant Winterton

with copies to:

Skadden, Arps, Slate, Meagher and Flom LLP  
4 Times Square  
New York, New York 10036

Attn: Jay M. Goffman  
Mark A. McDermott

2. After the Effective Date, the Debtors may, in their sole discretion, notify Persons that, in order to continue receiving documents pursuant to Bankruptcy Rule 2002, such Persons must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

*G. Entire Agreement*

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

*H. Severability of Plan Provisions*

If, before Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court or any other court exercising proper jurisdiction to be invalid, void or unenforceable, the Bankruptcy Court or other court exercising proper jurisdiction shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, if any provision of the Plan is materially altered or rendered unenforceable, the Plan shall not be confirmed without the written consent of the Debtors in consultation with the Steering Committees.

*I. Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon request to the Debtors' counsel, by contacting Skadden, Arps, Slate, Meagher and Flom LLP, 4 Times Square, New York, New York 10036, at the Bankruptcy Court's website at <https://ecf.nysb.uscourts.gov> or at the website of the voting agent, Epiq Corporate Restructuring at <http://dm.epiq11.com/Roust>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

*J. Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-

bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of Plan securities offered and sold under the Plan, and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of the securities offered and sold under the Plan.

*K. Conflicts*

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, that if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document shall govern and control.

Dated: December 30, 2016

Respectfully submitted,

Roust Corporation

By: /s/ Grant Winterton  
Name: Grant Winterton  
Title: Chief Executive Officer

Jay M. Goffman  
Mark A. McDermott  
Raquelle L. Kaye  
Julie Lanz  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM, LLP  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000

Proposed Counsel for Debtors and Debtors in Possession

**ANNEX 1**

“Industry Competitor” means any person (or any of its affiliates) on the Restricted Purchasers’ List, as amended from time to time in accordance with the Investor Rights Agreement, and any person or entity (or any of its affiliates) which is an Industry Competitor of a member of Reorganized Roust and any controlling shareholder of an Industry Competitor of any member of Reorganized Roust and any successor of such person or entity, or any person that is acting on behalf of or fronting for any such person, provided that a person will not be considered to be “fronting for” or “acting on behalf of” any such person if such person has confirmed in writing to Reorganized Roust that it is not fronting for or acting on behalf of a competitor or an affiliate of an Industry Competitor. In the event an Exit Event has not been completed prior to June 30, 2019, the Competitor Transfer Restrictions (as defined in the Restructuring Support Agreement and the Investor Rights Agreement) will terminate. Following the termination of the Competitor Transfer Restriction, a holder may transfer any shares of New Common Stock to an Industry Competitor, subject to prior consultation with the Reorganized Debtors.

**RESTRICTED PURCHASERS’ LIST<sup>1</sup>**

1. Spi Group S.a.r.l.
2. Stoli Froup USA LLC
3. Spirits International B.V.
4. Sabiedrība ar ierobežotu atbildību “AMBER BEVERAGE GROUP”
5. JSC Rosspirprom
6. JSC Tatspirtprom
7. LLC Tatspirtprom
8. LLC Status Group
9. OJSC Synergy
10. Belvedere S.A.
11. Bayadera Group
12. Stock Spirits Group PLC
13. DIAGEO plc
14. Pernod Ricard (sp)
15. Suntory Holdings Limited
16. Brown Forman Corporation
17. Bacardi Limited
18. Emperador Inc.
19. REMY-COINTREAU S.A.
20. LVMH Moët Hennessy Louis Vuitton S.E.
21. William Grant & Sons Distillers Ltd.
22. Tequila Cuervo La Rojeña s.a. de c.v
23. Davide Campari-Milano S.p.A.
24. LABEL 5 First Blending Company Limited
25. Alcohol Siberian Group Ltd.

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<sup>1</sup> List will be updated on a periodic basis, updates subject to a limit of 3 parties added per year, with consent of the Minority Directors, not to be unreasonably withheld, it being understood that financial investors shall not be considered competitors for the purpose of transfer exclusions, unless such financial investor holds a majority or controlling stake in an Industry Competitor.



**EXHIBIT B**

**Notice of Confirmation**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Jay M. Goffman  
Mark A. McDermott  
Raquelle L. Kaye  
Julie Lanz  
Four Times Square  
New York, New York 10036-6522  
Telephone: (212) 735-3000  
Fax: (212) 735-2000

*Proposed Counsel for Debtors  
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>ROUST CORPORATION, et al.</b>	:	<b>Case No. 16-23786</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE AMENDED AND  
RESTATED JOINT  
PREPACKAGED PLAN OF REORGANIZATION OF  
ROUST CORPORATION, ET AL., AND  
(II) OCCURRENCE OF EFFECTIVE DATE**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS,  
AND OTHER PARTIES IN INTEREST:**

PLEASE TAKE NOTICE that on [•], 2017, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Confirmation Order") [Docket No. [•]] confirming the amended and restated joint prepackaged plan of reorganization (the "Plan") [Docket No. 8] of the above-captioned debtors (collectively, the "Debtors").

<sup>1</sup> The Debtors and their respective addresses are as follows: Roust Corporation, 777 Westchester Avenue, Suite 101, White Plains, New York 10604 and CEDC Finance Corporation International, Inc. and CEDC Finance Corporation LLC, 1209 Orange Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order, the Plan, and the other documents filed in these cases are available free at <http://dm.epiq11.com/Roust> or for a nominal fee at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) (with use of a PACER account).

PLEASE TAKE FURTHER NOTICE that on January [•], 2017, the Effective Date of the Plan (as defined in the Plan) occurred, and as a result, the Plan has been substantially consummated.

PLEASE TAKE FURTHER NOTICE that the provisions of the Plan (including the exhibits thereto and all documents and agreements executed pursuant thereto or in connection therewith) and the Confirmation Order are binding on the Debtors, the Reorganized Debtors, all holders of claims against or equity interests in the Debtors, including all governmental entities, whether or not the claim or equity interest of such holder is impaired under the Plan and whether or not such holder or entity has accepted the Plan.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided in the Plan or the Confirmation Order, as of the date hereof, the Debtors are deemed to have assumed (or assumed and assigned, as applicable) each Executory Contract and Unexpired Lease in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) expired or terminated pursuant to its own terms prior to the Effective Date; (3) was the subject of a motion to reject filed on or before the Effective Date; or (4) was identified as an Executory Contract or Unexpired Lease to be rejected pursuant to the Plan Supplement before the Effective Date.

Dated: New York, New York

\_\_\_\_\_, 2017

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ \_\_\_\_\_

Jay M. Goffman

Mark A. McDermott

Raquelle L. Kaye

Julie Lanz

Four Times Square

New York, New York 10036-6522

Telephone: (212) 735-3000

Fax: (212) 735-2000

*Proposed Counsel for Debtors and Debtors in Possession*