

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-----------------------------|---|-----------------------|
| In re: |) | Case No. 17-20526 TPA |
| |) | |
| UNIQUE VENTURES GROUP, LLC, |) | Chapter 11 |
| |) | |
| Debtor. |) | |
| |) | |
| _____ |) | |

**AMENDED CHAPTER 11 PLAN PROPOSED BY
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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**THIS AMENDED CHAPTER 11 PLAN IS BEING SUBMITTED TOGETHER WITH A
PROPOSED DISCLOSURE STATEMENT FOR APPROVAL BUT HAS NOT YET
BEEN APPROVED BY THE BANKRUPTCY COURT.**

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INTRODUCTION AND SUMMARY OF PLAN

The Official Committee of Unsecured Creditors (the “Committee” and “Plan Proponent”), proposes the following amended chapter 11 plan pursuant to section 1121(a) of title 11 of the United States Code (the “Bankruptcy Code”).

SUMMARY

The following summary is provided for informational purposes only. The terms of the Plan control any inconsistencies between this summary and the Plan.

The Plan is structured around the Sale of substantially all of the Debtor’s Assets, following an auction at which the Debtor’s Assets will be sold, subject to higher and better offers (if such offers are made). The prevailing bidder, whose offer is ultimately approved by the Bankruptcy Court, shall be referred to hereinafter as the “Purchaser.”

Tentatively, and subject to the outcome of an auction, the Plan provides for the Sale of substantially all of the Debtor’s assets to 5171 Campbell Land Co. LLC or its assignee (“Campbell”) as set forth in the Campbell APA. Campbell has proposed to purchase the Acquired Assets, including, without limitation, all assets in and related to the Debtor’s twenty eight (28) PERKINS® RESTAURANTS locations as well as any and all of the Debtor’s interests in CBK Futures, Inc. The Sale consideration being offered by Campbell at the time of the filing of the Plan is an amount equal to \$26.24525.745 million, of which an estimated \$21.5 million¹ shall be allocated to the sale/purchase of the Spirit Agreements and real property referenced therein. The balance of the Campbell Purchase Price includes, the Cash Consideration, the payment of the aggregate amount of Campbell Assumed Liabilities, ~~the payment of Cure Claims~~, and the Deferred Consideration Note (having a face amount of \$2,000,500,000). A sale to Campbell remains contingent upon certain approvals by PERKINS® RESTAURANTS as well as Spirit’s agreement to sell the Real Property Designated for Transfer to Campbell. The proceeds from the Campbell Sale, if approved by the Bankruptcy Court, shall be distributed in accordance with the priority provisions of the Bankruptcy Code.

In the event a competing bidder (other than Campbell) is ultimately determined by the Bankruptcy Court to be the Purchaser, Holders of Allowed Claims and, if applicable, Equity Interests shall be paid ratably and in accordance with the priority provisions of the Bankruptcy Code from the proceeds of the Sale.

The Plan provides for payment in full of all Administrative and Secured Claims, subject to caps established in connection with Retained Administrative Expense Claims (claims of Professionals). Holders of Allowed General Unsecured Claims will receive a Distribution of their ratable share from the available proceeds of the Sale, which would include the Deferred Consideration Note if Campbell is the Purchaser. Holders of Equity Interests will not likely receive a Distribution under the Plan absent the submission of a higher and better

¹ The estimated \$21,~~000~~500,000 amount includes estimated transactional/settlement costs associated with the real estate transaction.

offer that would pay Holders of Allowed General Unsecured Claims in full. The Claims of Insiders are Disputed Claims. All Equity Interests will be cancelled without further action by the Debtor upon the Effective Date.

Following the Closing on the Sale, the Plan contemplates the complete liquidation of those remaining Assets (including the Excluded Assets) by a Plan Administrator to be appointed pursuant to the Plan. The Plan Administrator shall be responsible for making Distributions to Holders of Allowed Claims, as well as all other administrative tasks necessary for ultimate resolution of the Chapter 11 Case, pursuant to the terms of the Plan and the Plan Administrator Agreement. The Plan Administrator will also be responsible for assessing and authorizing the filing of Causes of Action, which may yield additional funds for the payment of Allowed Administrative Expense Claims and other Allowed Claims in accordance with the priority provisions of the Bankruptcy Code. Distributions otherwise allocable on account of Disputed Claims shall be placed in a Disputed Claims Reserve pending adjudication of the Disputed Claims. Upon the resolution of all Disputed Claims and upon the distribution of all proceeds derived from the Debtor's Assets, the Debtor will be wound down and the Chapter 11 Case will be closed.

For the purpose of clarity, Campbell and Purchaser are defined separately in this Plan. While this Plan contemplates a sale to Campbell, the Sale is subject to higher and better offers and therefore another interested party may ultimately be the Purchaser of the Debtor's assets, subject to the Bid Procedures approved by the Bankruptcy Court.

ARTICLE I

DEFINITIONS AND INTERPRETATION

DEFINITIONS. The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

1.1 Acquired Assets mean all assets sold, transferred and conveyed by the Debtor to the Purchaser pursuant to an APA, as approved by the Bankruptcy Court. If Campbell is ultimately the Purchaser, Acquired Assets shall be those assets purchased pursuant to the Campbell APA.

1.2 Acquired Contracts means any and all Contracts and Leases that are assumed by the Debtor and assigned to the Purchaser pursuant to the Sale.

1.3 Administrative Expense Claim means a Claim constituting a cost or expense of administration of the Chapter 11 Case allowed under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the Estate; any actual and necessary costs and expenses of operating the Debtor's business; and any indebtedness or obligations incurred or assumed by the Debtor during the Chapter 11 Case.

1.4 Administrative Fund means the fund established to administer the Plan following the Effective Date.

1.5 Affiliate has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.6 Allowed means, with reference to any Claim except as otherwise provided in the Plan, (i) any Claim against the Debtor that has been listed by the Debtor in the Schedules, as such Schedules may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim has been filed, (ii) any timely filed Claim as to which no objection to allowance has been interposed in accordance with section 8.42 hereof by the Claims Objection Bar Date or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, or (iii) any Claim expressly allowed by a Final Order or hereunder.

1.7 APA means the asset purchase agreement between the Seller and the Purchaser.

1.8 Assets shall mean all of the rights, title, and interest of the Debtor in, to and under any and all of its assets and property, whether tangible, intangible, real or personal, of any nature whatsoever, including all property of the Estate under and pursuant to section 541 of the Bankruptcy Code.

1.9 Assumed Liabilities means those liabilities and obligations of Seller assumed by the Purchaser pursuant to the Purchaser's APA.

1.10 Avoidance Actions means any avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 510, 542, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

1.11 Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to this Chapter 11 Case.

1.12 Bankruptcy Court means the United States District Court for the Western District of Pennsylvania, having jurisdiction over this Chapter 11 Case and, to the extent of any reference made under section 157 of title 28 of the United States Code, the District Court having jurisdiction over this Chapter 11 Case under section 151 of title 28 of the United States Code.

1.13 Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to this Chapter 11 Case, and any Local Rules of the Bankruptcy Court.

1.14 Bar Date as applicable, (a) August 1, 2017 (unless otherwise stated herein), (b) the Government Bar Date, or (c) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for filing Claims.

1.15 Beneficiaries mean all Persons with Allowed Claims entitled to receive Distributions from the Estate pursuant to the Plan.

1.16 Bid Procedures mean the bid and sale procedures approved by the Bankruptcy Court Order dated November __, 2017 [Docket No.____].

1.17 Business Day means any day other than a Saturday, a Sunday, or any other day on which banking institutions in Pittsburgh, Pennsylvania are required or authorized to close by law or executive order.

1.18 Campbell Acquired Contracts means any and all Acquired Contracts assumed by the Debtor and Assigned to Campbell pursuant to the Campbell APA.

1.19 Campbell APA means the ~~Stalking Horse~~-Asset Purchase-~~and Sale~~ Agreement between the Debtor and Campbell pursuant to which it is contemplated that Campbell will purchase the Acquired Assets. The Campbell APA is attached to the Plan as **Exhibit A**.

1.20 Campbell Assumed Liabilities means those liabilities and obligations of Seller assumed by Campbell pursuant to section 1.5(a) of the ~~Campbell APA and in accordance with Schedule 1.5(a)(ii)~~3 of the Campbell APA, provided, however, that Assumed Liabilities shall not include Retained Administrative Expense Claims.

1.21 Campbell Excluded Assets mean those Assets of the Estate not subject to acquisition by Campbell pursuant to section 1.2 of the Campbell APA, including, but not limited to: (i) all Causes of Action ~~and against insiders or other persons or entities arising under chapter 5 of the Bankruptcy Code including, without limitation~~ related Claims against Insurance Policies; (ii) any and all insurance and insurance proceeds available to the Debtor and/or the Estate that may provide coverage for the Causes of Action; (iii) all utility deposits and other agreed-upon deposits or security deposits; (iv) all agreed-upon notes receivable and documentation related thereto; (v) all tax refunds and tax attributes of Debtor; (vi) all attorney/client privileged records/documents; (vii) all Claims arising from the Campbell Excluded Assets; (viii) all subrogation rights of Debtor; (ix) all formation and governance documents of Debtor; (x) all deferred taxes; (xi) all Contracts that are not Campbell Acquired Contracts; (xii) all insurance receivables other than the Insurance Claim related to that certain fire damage at the Brooklyn, Ohio facility; (xiii) Credit Card Rights, (xiv) all of the Debtor's rights and interests in promissory notes relating to Damon's Restaurants, Inc. and/or its affiliates, (xv) cash and cash equivalents up to a cap of ~~\$1501,000~~,000.00 to be used to fund the Administration Fund; (xvi) all vehicles; and ~~(xvi) and xvii)~~ all Claims relating to Campbell Excluded Assets.

1.22 Campbell Purchase Price means the aggregate consideration Campbell provides to purchase the Debtor's assets pursuant to the Campbell APA, which is comprised of the Cash Consideration (including the Deposit), Campbell Assumed Liabilities, ~~Cure Claims~~, the Spirit Consideration and the Deferred Consideration Note.

1.23 Cash means legal tender of the United States of America and all Cash equivalents.

1.24 Cash Consideration shall be ~~\$26,24525,745,000;~~ (including the Deposit), less the ~~Deposit, the Campbell Assumed Liabilities, the aggregate amount of~~ Cure Claims, the Spirit Consideration and the Deferred ~~Compensation~~Consideration Note.

1.25 Causes of Action mean any and all Claims, motions, causes of action, choses of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, remedies, rights of setoff, third party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counter-claims and crossclaims (including all claims and any avoidance, recovery, subordination or other actions against Insiders and/or any other Persons under the Bankruptcy Code, including Avoidance Actions) of the Debtor, the debtor-in-possession and/or the Estate, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, that are or may be pending on the Effective Date or commenced by the Plan Administrator after the Effective Date against any Person, based in law or in equity, including under the Bankruptcy Code, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order.

1.26 CBK Futures, Inc. means an Ohio Corporation formed on November 19, 2007 that currently operates nine Burger King® restaurants in Northeast Ohio, and of which the Debtor owns ninety-five percent of the equity interests.

1.27 Chapter 11 Case means the within captioned chapter 11 bankruptcy case, case no. 17-20526, filed on the Petition Date.

1.28 Claim has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.29 Claims Objection Bar Date means the deadline for filing objections to Claims, which shall be, unless otherwise ordered by the Bankruptcy Court, the date that is forty-five (45) days after entry of the Post-Confirmation Order and Notice, subject, however, to the right of the Plan Administrator to seek an order of the Bankruptcy Court granting an extension of time to file such objections with the Bankruptcy Court.

1.291.30 Claims Register means the official list maintained by the Bankruptcy Court listing all Proofs of Claim filed in the Chapter 11 Case.

1.301.31 Class means any group of Claims or Equity Interests classified by the Plan in accordance with section 1122 of the Bankruptcy Code.

1.311.32 Closing means the date upon which the Sale is final and the Acquired Assets are transferred to the Purchaser.

1.321.33 Collateral means any property or interest in property of the Estate subject to a lien, charge, interest or other encumbrance to secure the payment or performance of a Claim, which lien, charge, interest or other encumbrance is ultimately not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law.

1.331.34 Committee means the statutory committee of unsecured creditors appointed by the Office of the United States Trustee in this Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code on March 1, 2017.

1.341.35 Confirmation Date means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of this Chapter 11 Case within the meaning of Bankruptcy Rules 5003 and 9021.

1.351.36 Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.361.37 Confirmation Hearing means the hearing on confirmation of the Plan.

1.371.38 Contract means an executory contract to which the Debtor is a party that is subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

1.381.39 Counterparty or Counterparties means the non-Debtor counterparties to the Contract or Lease that may be assumed by the Debtor and assigned to the Purchaser.

1.391.40 Credit Card Rights mean all Claims of the Debtor against its merchant bank for authorized credit card or debit card sales occurring at the Debtor's stores prior to the Effective Date for which the Debtor's merchant bank has not remitted payment to the Debtor, if any.

1.401.41 Cure Amount means the unpaid monetary obligations (or other amount as may be agreed upon by the parties) to be paid to a Counterparty to cure any existing default under a Contract or Lease to be assumed (or assumed and assigned) by the Debtor in accordance with sections 365(b) and 365(f)(2) of the Bankruptcy Code or the Plan.

1.411.42 Cure Claim means a Claim for a Cure Amount asserted by a Counterparty, which must be asserted in accordance with Article IX of the Plan unless otherwise provided in the Bid Procedures or an Order approving the Cure Procedures Motion.

1.421.43 Cure Objection has the meaning ascribed to it in section 9.2(d)(i)(A) of the Plan.

1.431.44 Cure Objection Deadline means the deadline for filing Cure Objections which deadline is ~~December 11,~~ [_____], 2017 at 12:00 p.m. (prevailing Eastern Time).

1.441.45 Cure Procedures Motion means the Omnibus Motion of Chapter 11 Trustee to Establish Cure Amounts for Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. § 365, filed in the Chapter 11 Case at Docket No. 702.

1.451.46 Debtor means Unique Ventures Group, LLC.

1.461.47 Deferred Consideration Note means the unsecured promissory note to be issued by Campbell to the Debtor on the Closing Date for the benefit of Holders of Allowed General Unsecured Claims in the original principal amount of ~~two~~ million ~~five hundred thousand~~ dollars (\$~~2,000~~1,500,000.00) if Campbell is ultimately the Purchaser. The payment schedule of the Deferred Consideration Note is as follows: (i) ~~the first payment of five hundred thousand dollars (\$500,000.00) shall be due~~ on the ~~one-year~~first anniversary of ~~the~~Closing;

~~plus all accrued but unpaid interest as of such date, (ii) the second payment of seven hundred and fifty thousand dollars (\$750,000.00) shall be due on the second year anniversary of the Closing; plus all accrued but unpaid interest as of such date, and (iii) the final payment of seven hundred and fifty thousand dollars (\$750,000.00) shall be due, together with all other amounts due thereunder, on the third year anniversary of the Closing. Interest shall, plus all accrued but unpaid interest as of such date. Absent a default under the terms thereof, interest will accrue at WSJ Prime Rate plus under the Deferred Consideration Note at the prime rate, as published by The Wall Street Journal or a similar publication if The Wall Street Journal ceases publication of such rate, plus one-percent (1% and shall be paid upon each installment date for interest that has accrued as of that date. %).~~ The Deferred Consideration Note will be substantially in the form as attached hereto as **Exhibit B**.

1.471.48 Deposit means the amount Campbell tenders as a deposit in connection with the Campbell APA, which shall be ~~no less than~~ \$250,000 and is refundable if Campbell is not ultimately the Purchaser; however, if Campbell is the Purchaser, the Deposit shall be credited to the Cash Consideration portion of the Campbell Purchase Price. With respect to any other competing bidder, the Deposit shall mean the “Good Faith Deposit” as defined in the Bid Procedures.

1.481.49 Disallowed Claim means a Claim, or any portion thereof, that (a) is scheduled at zero or as contingent, unliquidated or disputed and as to which a Bar Date has been established but no Proof of Claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law; (b) is not scheduled and as to which a Bar Date has been established but no proof of Claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law; or (c) has been disallowed by a Final Order.

1.491.50 Disclosure Statement means the disclosure statement relating to the Plan, including, without limitation, all exhibits, schedules and attachments thereto, as modified and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.501.51 Disputed means, with respect to any Claim which has not been Allowed pursuant to the Plan or a Final Order: if no Proof of Claim has been filed by the applicable Bar Date: (i) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent or unliquidated; or (ii) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a Final Order; or if a Proof of Claim or request for payment of an Administrative Expense Claim has been filed by the applicable deadline: (i) a Claim for which no corresponding Claim has been or hereafter is listed on the Schedules; (ii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted in the Proof of Claim varies from the nature and amount of such Claim as listed on the Schedules; (iii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent or

unliquidated; or (iv) a Claim for which a timely objection or request for estimation is interposed by the Debtor, which has not been withdrawn or determined by a Final Order.

1.51.52 **Disputed Claim Amount** means (i) the amount set forth in the Proof of Claim relating to a Claim that is Disputed; (ii) an amount estimated pursuant to an order of the Bankruptcy Court regarding a Claim that is Disputed in accordance with section 502(a) of the Bankruptcy Code and Bankruptcy Rule 3018; or (iii) the amount of a Claim as listed on the Schedules for which an objection has been interposed.

1.52.53 **Disputed Claim Reserve** shall have the meaning set forth in section 8.34 hereof.

1.54 **Distribution** means the distribution of Cash or other Assets, as the case may be, by the Plan Administrator in accordance with this Plan.

1.53.55 **Distribution Record Date** means the date set forth in section 6.42 of this Plan.

1.54.56 **Effective Date** means the Closing Date, a Business Day on or after the Confirmation Date specified by the Plan Proponent on which (i) no stay of the Confirmation Order is in effect, (ii) the conditions to the effectiveness of the Plan specified in section 10.1 of the Plan have been satisfied or waived, (and, if applicable, provided that the stay imposed by Bankruptcy Rule 3020(e) has been waived by the Bankruptcy Court), and (iii) the conditions precedent under the Purchaser's APA have been satisfied or waived by the applicable party, but in no event later than ~~December~~January 31, ~~2017~~2018, or such later date as agreed to in writing by the Plan Proponent, the Trustee and the Purchaser.

1.55.57 **Entity** means an entity as described in section 101(15) of the Bankruptcy Code.

1.56.58 **Equity Interest** means the interest of any holder of an equity security of the Debtor, within the meaning of section 101(16) of the Bankruptcy Code, represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership or membership interest in the Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest in the Debtor.

1.57.59 **Estate** means the bankruptcy estate of Unique Ventures Group, LLC in this Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.58.60 **Excluded Assets** mean those assets of the Estate not subject to acquisition by the Purchaser under the Purchaser's APA.

1.59.61 **Exculpated Parties** means (i) the Committee, its members, their agents and Representatives, including but not limited to Whiteford, Taylor & Preston, LLP, the Committee's counsel, and Albert's Capital Services, LLC, the Committee's financial advisor, (ii) the Plan Administrator, **and its Representatives** (iii) Scott M. Hare, (iv) David K. Rudov and the law firm of Rudov Law, (v) Eric E. Bononi, and (vi) the Trustee, her law firm, her attorneys, financial advisors, restructuring consultants, accountants, and representatives, acting in such

capacities, in any way relating to the Debtor, the Chapter 11 Case, the Sale or the Plan, except in cases of gross negligence or willful misconduct.

1.62 Final Distribution Date means the date of the final Distribution, which shall be a date selected by the Plan Administrator as soon as reasonably practicable after the Effective Date.

1.601.63 Final Order means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Case that has not been reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for a new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired.

1.61.64 General Unsecured Claim means any Claim against the Debtor that is (i) not a Secured Claim, Administrative Expense Claim, Priority Tax Claim or (ii) otherwise determined by the Bankruptcy Court to be a General Unsecured Claim.

1.621.65 Government Bar Date means August 14, 2017.

1.631.66 Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.641.67 Holder means the beneficial holder of a Claim or Equity Interest, and, when used in conjunction with a Class or type of Claim or Equity Interest, the beneficial holder of a Claim or Equity Interest in such Class or of such type.

1.68 Initial Distribution Date means the date of the initial Distribution, which shall be a date selected by the Plan Administrator as soon as reasonably practicable after the Effective Date.

1.651.69 Impaired has the meaning set forth in section 1124 of the Bankruptcy Code.

1.661.70 Insider has the meaning set forth in section 101(31) of the Bankruptcy Code.

1.671.71 Insurance Claim means any Claim against the Debtor to the extent it may be covered and payable under any Insurance Policy.

1.681.72 Insurance Policy means any policy of insurance and agreements relating thereto covering the Debtor and its assets or that may be available to provide coverage for,

among other things, Claims against the Debtor, its officers and its directors or other losses of the Debtor.

1.691.73 **Lease** means an unexpired lease of non-residential real property to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.701.74 **Lien** means a judicial lien as defined in section 101(36) of the Bankruptcy Code; a lien as defined in section 101(37) of the Bankruptcy Code; a security interest as defined in section 101(51) of the Bankruptcy Code; a statutory lien as defined in section 101(53) of the Bankruptcy Code; and any other lien, interest, charge or encumbrance.

1.711.75 **Order for Relief** means the commencement of the Chapter 11 Case on the Petition Date in accordance with section 301(b) of the Bankruptcy Code.

1.721.76 **PERKINS® RESTAURANTS** means Perkins & Marie Callender's, LLC d/b/a Perkins Restaurants & Bakery.

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

1.741.78 **Petition Date** means February 13, 2017.

1.751.79 **Plan** means this amended chapter 11 plan, including exhibits, schedules, supplements and/or attachments annexed hereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the terms hereof.

1.761.80 **Plan Proponent** means the Committee as the party proposing the Plan.

1.771.81 **Plan Supplement** means any supplement or supplements to the Plan containing certain documents relevant to the implementation of the Plan, to be filed with the Bankruptcy Court by the Plan Proponent, and as may be amended prior to the Effective Date.

1.781.82 **Post-Petition** means the period commencing on the entry of the Order for Relief and continuing through the Effective Date.

1.791.83 **Post-Confirmation Order and Notice** means the Post-Confirmation Order and Notice entered by the Bankruptcy Court following the entry of the Confirmation Order.

1.801.84 **Pre-Petition** means the period of time before the entry of the Order for Relief.

1.811.85 **Plan Administrator** means Albert's Capital Services, LLC, who shall serve as plan administrator pursuant to the terms of the Plan, the Plan Administrator Agreement and the Confirmation Order, and any successor.

1.821.86 **Plan Administrator Agreement** means the agreement, effective as of the Effective Date, setting forth the terms and conditions of the employment of the Plan Administrator, in substantially the form attached to this Plan and marked as **Exhibit C**.

1.831.87 **Priority Claim** means, collectively, Priority Non-Tax Claims and Priority Tax Claims.

1.841.88 **Priority Non-Tax Claim** means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority payment under section 507(a) of the Bankruptcy Code.

1.851.89 **Priority Tax Claim** means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.861.90 **Pro Rata** means a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the amount of all Allowed Claims in such Class.

1.871.91 **Professional** means an entity: (a) retained in the Chapter 11 Case pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code, and that is compensated for services rendered prior to the Effective Date pursuant to sections 327-331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by Final Order of the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

1.881.92 **Professional Fee Claim** means any Allowed Administrative Claim for the compensation of a Professional, and the reimbursement of expenses incurred by such Professional, through and including the Effective Date.

1.891.93 **Proof of Claim** means a proof of Claim filed against the Debtor in this Chapter 11 Case.

1.901.94 **Purchaser** means the buyer of Acquired Assets, as approved by the Bankruptcy Court.

1.911.95 **Real Property Designated for Transfer** means the real property designated for sale/conveyance in connection to the Campbell APA, including, but not limited to, all of the Debtor's locations in which Spirit holds real property interests including the locations identified on the schedule attached hereto as **Exhibit D**.

1.96 **Representatives** means, with respect to an entity such entity's officers, directors, employees, members, managers, advisors, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents, and other representatives (including its respective officers, directors, employees, members, and professionals).

1.921.97 **Reserve Income** means the interest, if any, earned on all funds maintained in the Disputed Claim Reserve on account of a Claim that is Disputed prior to the distribution of

such funds (based upon the average rate of interest earned on all accounts and investments in which the Disputed Claim Reserve are invested).

1.931.98 **Retained Administrative Expense Claims** means unpaid Professional Fee Claims which are approved by the Bankruptcy Court and outstanding at Closing which shall be paid from the proceeds of a Sale to Campbell in an amount not to exceed \$800,000 in the aggregate, with a cap on the then outstanding fees of the Trustee's Professionals of \$400,000 and a cap on the outstanding fees of the Committee at \$400,000.

1.941.99 **Sale** means the sale of the Acquired Assets to the Purchaser.

1.951.100 **Sale Hearing** means the hearing to approve the Sale which shall take place before the Honorable Judge Thomas P. Agresti at U.S. Courthouse, Suite B250, 17 South Park Row, Erie, Pennsylvania 16501.

1.961.101 **Sale Documents** means the APA of the Purchaser, the Plan and any schedules, exhibits or other documents attached thereto or contemplated thereby, in each case as amended from time to time in accordance with their respective terms.

1.971.102 **Schedule of Contracts and Leases** means the Debtor's schedule of Unique Ventures Group, LLC Executory Contracts/Unexpired Leases that are subject to possible assumption and assignment as part of the Sale filed as Schedule 1 to the Cure Procedures Motion, a copy of which is attached hereto as **Exhibit E**.

1.981.103 **Schedules** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtor under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time through the Effective Date.

1.991.104 **Section 503(b)(9) Claims** means Claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code.

1.1001.105 **Secured Claim** means a Claim (i) secured by Collateral, to the extent of the value of such Collateral (a) as set forth in the Plan, (b) as agreed to by the Holder of such Claim and the Debtor, or (c) as determined by a Final Order in accordance with section 506 of the Bankruptcy Code; or (ii) secured by the amount of any rights of setoff of the Holder thereof under section 553 of the Bankruptcy Code.

1.1011.106 **Seller** means the Unique Ventures Group, LLC.

1.1021.107 **Spirit** means Spirit Master Funding, LLC, Spirit Master Funding III, LLC, Spirit Master Funding IV, LLC, Spirit Master Funding V, LLC, Spirit Finance Acquisitions, LLC, or its assigns as may be applicable.

1.1031.108 **Spirit Claims** means the Claims of Spirit under the Spirit Agreements.

1.1041.109 Spirit Consideration means the estimated \$21,~~000~~500,000 (which amount includes estimated transactional/settlement costs associated with the real estate transaction) to be paid to Spirit in connection with the Sale for all of Spirit's right, title and interest in the real estate leased and/or operated by the Debtor, (including the Real Property Designated for Transfer), all claims it has against the Debtor, and all rights and interests Spirit has pursuant to the Spirit Agreements.

1.1051.110 Spirit Agreements mean in the aggregate the following agreements: that certain Master Lease Agreement dated February 6, 2007 entered into by Debtor and Spirit Master Funding III, LLC, that certain Amended and Restated Master Leases Agreement dated June 30, 2009 entered into by Debtor and Spirit Master Funding III, LLC, that certain First Amendment to Amended and Restated Master Lease Agreement dated December 27, 2011 entered into by Debtor and Spirit Master Funding III, LLC, that certain Lease Agreement dated February 6, 2007 relating to real property located at 219 East Central Avenue, Titusville, Pa, that certain Lease Agreement dated February 6, 2007 relating to real property located at 2945 East State Street, Hermitage, Pa, that certain Lease Agreement dated February 6, 2007 relating to real property located at 5180 Tiedeman Road, Brooklyn, Ohio, that certain Lease Agreement dated March 18, 2013 relating to real property located in Ashland, Ohio, that certain Agreement to Combine Leases on or about March 18, 2013, that certain Loan Agreement dated February 6, 2007 wherein the Debtor granted leasehold mortgages on 3334 Wilmington Road, New Castle, Pennsylvania 16105 and 3870 Elm Road, NE, Warren, Ohio 44483 and Route 358 Hadley Road, Greenville, Pa, 16125, all related documentation and guaranties, and all related rights therein and thereto.

1.1061.111 Tax Code means title 26 of the United States Code, as amended from time to time.

1.1071.112 Tax Refund means any and all refunds owed to the Debtor from the Internal Revenue Service attributable to the Debtor's taxes, which is an Excluded Asset.

1.1081.113 Trustee means Marie Colette Gibbons of Ice Miller, LLP, appointed as chapter 11 trustee pursuant to the Order dated March 24, 2017 at Docket No. 158.

1.1091.114 Unclaimed Distribution means any Distribution under the Plan on account of an Allowed Claim or Equity Interest to a Holder that has not: (a) accepted a particular Distribution or, in the case of Distributions made by check, negotiated such check; (b) given notice to the Purchaser or the Plan Administrator, as applicable, of an intent to accept a particular Distribution; (c) responded to the Debtor's, or the Plan Administrator's requests for information necessary to facilitate a particular Distribution; or (d) taken any other action necessary to facilitate such Distribution.

1.1101.115 Voting Class means a Class of Creditors designated in Article III of the Plan as being entitled to vote to accept or reject the Plan pursuant to section 1126 of the Bankruptcy Code.

**INTERPRETATION; APPLICATION OF DEFINITIONS
AND RULES OF CONSTRUCTION**

For purposes of the Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to any particular portion of the Plan; (f) 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 of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code apply; and (h) any term used in capitalized form herein or the Agreement that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

The provisions of Bankruptcy Rule 9006(a) will apply in computing any period of time prescribed or allowed pursuant to the Plan.

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof.

ARTICLE II
ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims identified in Article III of the Plan. Claims treated under Article II of the Plan are not Claims subject to classification and are not Voting Claims.

2.1 Treatment of Administrative Expense Claims.

(a) **Treatment of Administrative Expense Claims if Campbell is the Purchaser.** If Campbell is the Purchaser, other than Retained Administrative Expense Claims and Cure Claims, and except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to a different treatment or as otherwise expressly provided for in the Plan, Campbell will on the Effective Date assume all current and not materially past due

Administrative Expense Claims and pay each Holder of an Allowed Administrative Expense Claim in Cash in the ordinary course as and when they become due.

(b) **Treatment of Administrative Expense Claims if Campbell is not the Purchaser.** If Campbell is not the Purchaser, unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Plan Administrator or Purchaser, as applicable, each Holder of an Allowed Administrative Claim (other than of a Professional Claim) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (a) in the ordinary course following the Effective Date, or (b) if the Administrative Claim is not Allowed as of the Effective Date, within forty five (45) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter.

2.2 Treatment of Section 503(b)(9) Claims. Holders of Allowed Section 503(b)(9) Claims will be paid in full by the Plan Administrator in Cash within twenty (20) days after the date on which an order Allowing any Section 503(b)(9) Claim becomes a Final Order, or twenty (20) days after the Plan Effective Date if a Final Order was entered prior to Plan Confirmation, or as soon as reasonably practicable thereafter. Section 503(b)(9) Claims are not Administrative Expense Claims to be assumed by the Purchaser on the Effective Date rather they will be paid from the Sale proceeds.

2.3 Administrative Expense Claim Bar Date. All requests for allowance and payment of Administrative Expense Claims other than Cure Claims, but including Section 503(b)(9) Claims must be filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules within Ninety (90) days after the later of (i) entry of the Post-Confirmation Order and Notice, or the Effective Date. Administrative Expense Claims that are not timely filed will be disallowed automatically and deemed forever barred, estopped, and enjoined from assertion, and without the need for any objection by the Purchaser or the Plan Administrator or any further notice to or action, order, or approval of the Bankruptcy Court, and are not enforceable against the Purchaser or the Estate, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Claim.

2.4 Professional Compensation. All final requests for payment of Professional Fee Claims incurred through and including the Effective Date shall, unless otherwise ordered by the Bankruptcy Court: (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is thirty (30) days after the Effective Date. Unless otherwise agreed to by the Plan Administrator, any Person that fails to File their final application for allowance of compensation for services rendered and reimbursement of expenses incurred by the deadline set forth above, shall be forever barred from asserting such Professional Fee Claim against the Debtor, the Estate, or its property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Professional Fee Claim.

In the event that Campbell is the Purchaser, all Professional Fee Claims shall be treated as Retained Administrative Expense Claims, and subject to the caps set forth in section 1.9198 of the Plan, shall be paid in such amounts as are approved by the Bankruptcy Court by the Plan

Administrator from the proceeds of the Sale. To the extent the amounts of Retained Administrative Expense Claims approved by the Bankruptcy Court exceed the caps set forth in section 1.9198 of the Plan, such amounts exceeding the caps may be paid from proceeds from Campbell Excluded Assets, but not from the proceeds of a Sale. For the avoidance of doubt, Professional Fee Claims and/or Retained Administrative Expense Claims are not Administrative Expense Claims to be assumed by Campbell on the Effective Date.

In the event that Campbell is not the Purchaser, all Professional Fee Claims shall be paid in full in such amounts as are approved by the Bankruptcy Court upon the later of (a) five (5) business day following the date upon which the order relating to any such Professional Fee Claim is entered or (b) upon such other terms as may be mutually agreed upon between the Holder of such a Professional Fee Claim and the Plan Administrator.

Objections to Professional Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than fifteen (15) days after the date that the Person seeking allowance of such Professional Fee Claim Files its final application with the Bankruptcy Court and provides written notice of such application and the objection deadline related thereto in accordance with the procedures set forth in the Confirmation Order, unless otherwise ordered by the Bankruptcy Court.

Except as otherwise specifically provided in this Plan, from and after the Effective Date, the Plan Administrator shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash from the Administrative Fund, the reasonable legal, professional, or other fees and expenses of the Plan Administrator, or its Representatives, related to the implementation and consummation of this Plan and the transactions contemplated herein. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Plan Administrator may employ and pay any Professional in the ordinary course of business from the Administrative Fund without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent the Debtor seeks to retain any Professional, such retention shall be approved or denied in advance by the Plan Administrator in its sole discretion.

2.5 Treatment of Priority Tax Claims. On, or as soon as reasonably practicable after the date a Priority Tax Claim becomes an Allowed Priority Tax Claim, but in no event later than the date that is five (5) years after the Petition Date, a Holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement and release of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the aggregate principal amount of the unpaid portion of such Allowed Priority Tax Claim, plus interest on the unpaid portion of such Allowed Priority Tax Claim from the Effective Date through the date of payment at the rate of interest determined under applicable nonbankruptcy law as of the calendar month in which the Confirmation Date occurs, or (ii) such other treatment as such Holder and the Plan Administrator shall have agreed upon in writing; provided, however, that the Plan Administrator shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance of any Allowed Priority Tax Claim, in full at any time on or after the Effective Date without premium or penalty.

Notwithstanding anything to the contrary contained herein or any Proof of Claim filed in this Chapter 11 Case, the Holder of an Allowed Priority Tax Claim shall not be entitled to receive any payment on account of any penalty (other than a penalty of the type specified in section 507(a)(8)(G) of the Bankruptcy Code) arising with respect to or in connection with the Allowed Priority Tax Claim. The Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Debtor, the Estate or its property. The penalty portion of all Priority Tax Claims shall be deemed disallowed upon entry of the Confirmation Order, without the need for any Claim objection or further order of the Bankruptcy Court.

2.6 Fees Under 28 U.S.C. § 1930. All fees payable in the Chapter 11 Case under 28 U.S.C. § 1930, as agreed by the Debtor or as determined by the Bankruptcy Court, will, if not previously paid, be paid in full in Cash on the Effective Date and will continue to be paid by the Plan Administrator as required under 28 U.S.C. § 1930 until such time as an order is entered by the Bankruptcy Court closing the Chapter 11 Case. The Fees under 28 U.S.C. § 1930 are not Administrative Expense Claims to be assumed by the Purchaser on the Effective Date rather they will be paid from the Sale proceeds.

ARTICLE III
CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 Classification of Claims and Equity Interests. The following table designates the Classes of Claims against and Equity Interests in the Debtor and specifies which of those Classes are (i) Impaired or unimpaired by the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code and (iii) deemed to reject the Plan:

| <u>Class</u> | <u>Designation</u> | <u>Impairment</u> | <u>Entitled to Vote</u> |
|---------------------|---------------------------|--------------------------|--------------------------------|
| Class 1 | Priority Non-Tax Claims | No | No, deemed to accept |
| Class 2 | Spirit Claims | Yes | Yes |
| Class 3 | All other Secured Claims | No | No, deemed to accept |
| Class 4 | General Unsecured Claims | Yes | Yes |
| Class 5 | Equity Interests | Yes | No, deemed to reject |

ARTICLE IV
TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Class 1 – Priority Non-Tax Claims.

Impairment and Voting. Class 1 is Unimpaired under the Plan. Holders of Class 1 are not entitled to vote to accept or reject the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, Class 1 is deemed to have accepted the Plan.

Treatment. Class 1 consists of Claims of Holders of Priority Non-Tax Claims and to the extent not otherwise satisfied, each Holder of an Allowed Priority Non-Tax Claim shall receive, in full and complete satisfaction, discharge and release of its Priority Non-Tax Claim (1) Cash in an amount equal to the amount of such Allowed Non-Tax Priority Tax Claim; or (2) such other treatment agreed upon in writing by such Holder and the Plan Administrator. Payment shall be made as soon as practicable after the later of: (a) the twentieth (20th) Business Day after the Effective Date or (b) the date on which a Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim.

4.2 Class 2 – Spirit Claims.

Impairment and Voting. Class 2 is impaired under the Plan funded by the proceeds of a Sale to Campbell. Holders of Class 2 are entitled to vote to accept or reject the Plan.

Treatment. Class 2 consists of Holders of the Spirit Claims relating to the Spirit Agreements. Holders of Class 2 Claims will be paid an estimated \$21,~~000~~500,000 by Purchaser on the Effective Date if that Purchaser is Campbell. The payment of the Spirit Consideration to Spirit shall serve as settlement of the Spirit Claims against the Estate and transfer to Campbell of all of Spirit's interests held in connection with the Debtor, the Spirit Agreements, including, without limitation, Real Property Designated for Transfer, which amount includes estimated transactional/settlement costs associated with the real estate transaction. Subject to the payment of the Spirit Consideration and transfer of the Real Property Designated for Transfer, the Debtor shall have no further obligation on account of the Spirit Claims and neither Spirit nor Campbell shall have any further claim against the Estate. In the event Campbell is not the Purchaser, the Spirit Claims will be satisfied by the Purchaser pursuant to the applicable APA and Order approving that Sale.

4.3 Class 3 – Other Secured Claims.

Impairment and Voting. Class 3 is not Impaired under the Plan. Holders of Class 3 Claims are not entitled to vote to accept or reject the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, Class 3 is deemed to have accepted the Plan.

Treatment. Except to the extent that a Holder of an Allowed Class 3 Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of Allowed Class 3 Claims, Holders of Allowed Class 3 Claims will receive from the Purchaser either:

- (a) payment pursuant to contract terms;
- (b) Cash on the Effective Date in an amount equal to such Allowed Class 3 Claims required to be paid pursuant to section 506(b) of the Bankruptcy Code; or
- (c) the Collateral of the Holder of such Allowed Class 3 Claim within twenty (20) days following the Effective Date, in which case the Holder of such Allowed Class 3 Claim will have thirty (30) days from the date of surrender of such Collateral to file a General Unsecured Claim representing any deficiency.

4.4 Class 4 - General Unsecured Claims.

Impairment and Voting. Class 4 is Impaired under the Plan and each Holder of a Class 4 Claim is entitled to vote to accept or reject the Plan.

Treatment. Holders of Allowed Class 4 Claims shall receive a ratable share of any and all proceeds derived from the Sale and Excluded Assets, including, without limitation, Causes of Action, after payment of all Allowed Claims having greater priority pursuant to the priority provisions of the Bankruptcy Code.

4.5 Class 5 - Equity Interests.

Impairment and Voting. Class 5 is Impaired under the Plan. Because Holders of Allowed Class 5 Equity Interests will not receive a Distribution on account of their Equity Interests, Holders of Allowed Class 5 Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Allowed Class 5 Equity Interests are not entitled to vote to accept or reject the Plan.

Treatment. On the Confirmation Date of the Plan, Allowed Class 5 Equity Interests will be deemed automatically cancelled without further action by the Debtor. Holders of Class 5 Equity Interests will receive no Distribution under the Plan. The Confirmation Order will enjoin Holders of Class 5 Equity Interests from taking any action that may in any way interfere with or impede the provisions of the Plan. Albert's Capital Services, LLC will be appointed on the Effective Date to take all actions required of the Debtor post Confirmation as Plan Administrator.

ARTICLE V
ACCEPTANCE OR REJECTION OF PLAN

5.1 Voting by Impaired Classes.

Only Holders of Claims in Classes 2 and 4 will be entitled to vote to reject or accept the Plan. Holders of Equity Interests in Class 5 are Impaired but not entitled to vote on the Plan as such Holders will receive no Distribution under the Plan and are thus deemed to reject the Plan.

5.2 Acceptance by an Impaired Class.

Pursuant to section 1126(d) of the Bankruptcy Code, if this Plan is accepted by Holders of a class of Claims that hold at least two-thirds in the amount of the allowed Claims of such class held by Holders of such Claims, an impaired Class of Claims is deemed to have accepted this Plan.

5.3 Presumed Acceptances by Unimpaired Classes.

Pursuant to section 1126(f) of the Bankruptcy Code, Holders of impaired Claims are presumed to have accepted this Plan, and the votes of Holders of such Claims shall not be solicited.

ARTICLE VI **PROVISIONS GOVERNING DISTRIBUTIONS**

6.16.1 General Settlement of Claims. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided hereunder, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims or controversies relating to the rights that a Holder of a Claim may have with respect to any Allowed Claim or any Distribution to be made pursuant to the Plan on account of any Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements (a) are in the best interests of (i) the Debtor and its Estate and property, and (ii) Holders of Claims, and (b) are fair, equitable and reasonable.

6.2 Distribution Record Date. Unless closed earlier by order of the Bankruptcy Court, forty-five (45) days after entry of the Post-Confirmation Order and Notice (the "Distribution Record Date"), the Claims Register will be deemed closed, and no further changes in the record holders of any Claim or Equity Interests will be recognized unless otherwise specifically provided under the Plan or agreed to in writing by the Plan Administrator. Neither the Plan Administrator, nor the Purchaser will have any obligation to recognize any transfer of any Claim or Equity Interest occurring on or after the Distribution Record Date. The Plan Administrator and the Purchaser, as applicable, will be authorized and entitled to recognize for all purposes under the Plan only with those record holders identified on the Claims Register as of the close of business on the Distribution Record Date.

6.23 Distributions Under the Plan.

(a) **Initial Distribution Date.** On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall make, or shall in the Plan Administrator's sole discretion make adequate reserves for, the Distributions required to be made under the Plan. Reserves, if any, shall be distributed at the sole discretion of the Plan Administrator and shall not be subject to Bankruptcy Court approval.

(b) **Interim Distributions on Account of Allowed Claims.** In accordance herewith, the Plan Administrator may (but shall not be required to) make interim Distributions if the Plan Administrator deems it appropriate and shall have the right to make more frequent interim Distributions to Holders of Allowed Claims if the Plan Administrator determines in its sole discretion that such additional interim Distributions are warranted and economical; provided, however; that any such interim Distribution shall only be made if in the Plan Administrator's sole discretion, the Plan Administrator retains amounts reasonably necessary to

make all Distributions pursuant to this Plan, meet contingent liabilities, and satisfy other liabilities or expenses the Debtor and the Plan Administrator incur in accordance with this Plan or the Plan Administrator Agreement.

(c) Final Distributions on Allowed Claims. Notwithstanding anything herein to the contrary, upon (a) the completion and prosecution and/or settlement of all objections to all Claims and Causes of Action, (b) the liquidation of all Excluded Assets, and (c) the completion of all matters necessary to effectuate the wind down of the Debtor, the Plan Administrator shall distribute, as soon thereafter as reasonably practicable, all remaining Assets and proceeds thereof pursuant to the terms of this Plan.

(d) Form of Distributions. At the option of the Plan Administrator, as applicable, any Cash payment required by the Plan may be made by check or wire transfer or as otherwise agreed by the applicable Plan Administrator and the Holder of the Claim.

(e) Whole Dollars. Any other provision of the Plan to the contrary notwithstanding, at the sole discretion of the Plan Administrator, no payments of cents will be made. Whenever any payment of cents would otherwise be called for, the actual payment may reflect a rounding of such fraction to the nearest whole dollar (up or down).

(f) Delivery of Distributions. All Distributions and other written communications to any Holder of an Allowed Claim will be made to the Holder of each Allowed Claim at the address of such Holder as listed in the Schedules or, if a Proof of Claim has been filed, as listed in such Proof of Claim, unless the Holder of such Claim has notified the Plan Administrator in writing of a change of address before the Distribution Record Date. Section 14.14~~15~~ of the Plan provides addresses to where notices can be sent.

(g) Undeliverable Distributions. In the event that any Distribution to any Holder of an Allowed Claim entitled to Distribution is returned as undeliverable, no Distribution will be made to Holders of such Claim unless the Plan Administrator, has been notified of the then-current address of such Holder, at which time or as soon as reasonably practicable thereafter, the applicable Distribution will be made to the Holder of the affected Claim without interest; provided, however, that, such undeliverable Distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days after the date of Distribution in accordance with section 6.4~~5~~ of the Plan. There is no obligation of the Plan Administrator to attempt to locate any Holder of an Allowed Claim other than by reviewing the Schedules and the Claims Register.

6.34 Withholding and Reporting Requirements. All Distributions made under the Plan by any Plan Administrator are required to comply with applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and Distributions under the Plan will be subject to applicable withholding or reporting requirements.

6.45 Unclaimed Distributions. Checks issued in accordance with the Plan to Holders of Allowed Claims will be null and void if not negotiated within sixty (60) days after the date of issuance. Requests for reissuance of any check must be made to the Plan Administrator by the Holder of the Allowed Claim to whom such check was originally issued within 120 days

following the date of original issuance of the affected payment. Thereafter, the amount represented by such voided check will irrevocably revert to the Plan Administrator that issued the non-negotiated check and the Claim for which the non-negotiated payment was made will be discharged and forever barred from asserting such Claim against the Debtor, the Plan Administrator, the Estate, and the Purchaser and each entity's respective assets.

6.56 Minimum Distributions. No payment of Cash less than \$100 will be made by the Plan Administrator. Any assets that cannot be distributed in accordance with this section 6.56 will vest in the Estate. There are no other restrictions associated with minimum Distributions.

6.67 Setoffs. The Plan Administrator may, but will not be required, to set off against any Claim (for purposes of determining the Allowed amount of such Claim on which Distribution shall be made), any Claims of any nature whatsoever that the Debtor or the Plan Administrator may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan constitutes a waiver or release by the Debtor, the Plan Administrator, or the Estate of any such claim the Debtor may have had against the Holder of such Claim.

6.78 Transactions on Business Days. If the Effective Date or any other date on which a transaction may occur under the Plan occurs on a day that is not a Business Day, the transactions contemplated by the Plan to occur on such day will instead occur on the next Business Day, but will be deemed to have been completed as of the required date.

6.89 Allocation of Plan Distribution Between Principal and Interest. All Distributions in respect of any Allowed Claim will be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes, and thereafter, to the remaining portion of such Claim comprising interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim). Other than to the extent allowed by the Bankruptcy Court in accordance with section 506(b) or as otherwise provided in the Plan, interest will not accrue on any Claims after the Petition Date or after the Effective Date.

6.10 Disputed Distributions. In the event of any dispute between or among Holders of Claims or Equity Interests as to the right of any Holder to receive or retain any Distribution to be made to such Holder under the Plan, the Plan Administrator, in lieu of making such Distribution to such Holder, may make it instead into an escrow account for payment as ordered by the Bankruptcy Court or as the interested parties to such dispute may otherwise agree among themselves. Any Holder which fails to raise such dispute by filing an appropriate request for relief with the Bankruptcy Court prior to the issuance of such disputed Distribution by the Plan Administrator shall be deemed to have forever waived any right to dispute such Distribution or to restrict the use of such Distribution.

ARTICLE VII **MEANS FOR IMPLEMENTATION AND EXECUTION OF THE PLAN**

7.1 Financial Sources of Plan Distributions.

(a) Distribution Sources. Distributions under the Plan will be funded primarily from two sources: proceeds from the Sale of the Acquired Assets, and proceeds from the liquidation of Excluded Assets (including litigation proceeds from Causes of Action).

(b) The Sale. A Sale to Campbell will occur on the Effective Date, as the Sale will be approved pursuant to the Plan, Sale Order and Confirmation Order. A sale to another bidder may occur at a different date, subject to the Bankruptcy Court-approved Bid Procedures. In either scenario, the Sale proceeds shall be used to implement the Plan and pay or otherwise satisfy Claims against the Estate pursuant to the priority provisions of the Bankruptcy Code. Excluded Assets shall subsequently be liquidated and the proceeds therefrom shall be used to for the same purpose. The Sale will likely provide for certain Contracts, Leases and Claims to be assumed and/or assigned and the payment of related Cure Amounts.

(c) As set forth in greater detail in Exhibit A, the Campbell Purchase Price is comprised of the Cash Consideration (including the Deposit), Campbell Assumed Liabilities, ~~Cure Claims~~, the Spirit Consideration and the Deferred Consideration Note. The total value of the Campbell Purchase Price is \$~~26,24525,745~~,000. Approximately \$21,000500,000 of the \$~~26,24525,745~~,000 will be used to purchase the Real Property Designated for Transfer, which conveyances shall take place pursuant to this Plan. The remaining \$~~6~~approximately \$4,245,000 shall be used for ~~Assumed Liabilities (estimated as of the date of this Plan to be between \$800,000 and \$1,000,000), and, among other things, payment of the~~ Cure Claims (estimated to be approximately \$300,000),² with the balance being used to pay other Allowed Claims; ~~Administrative Expense Claims and Retained Administrative Expense Claims.~~

(d) A portion of the Campbell Purchase Price is comprised of the Deferred Consideration Note, which shall substantially conform to the form of note which is attached hereto and marked as **Exhibit B**. The Deferred Consideration Note will be issued by the Purchaser, as maker, to the Estate, as payee, for the benefit of Holders of Allowed Claims and shall be paid over thirty-six (36) months following the Effective Date:

- (i) the first payment of five hundred thousand dollars (\$500,000.00), plus all accrued but unpaid interest as of such date, will be due on or before the one year anniversary of the Closing;
- (ii) the second payment of ~~seven hundred and fiftyfive~~ hundred thousand dollars (~~\$750500,000.00~~), plus all accrued but unpaid interest as of such date, will be due on or before the second year anniversary of the Closing;
- (iii) the final payment of ~~seven hundred and fiftyfive~~ hundred thousand dollars (~~\$750500,000.00~~) together with all other amounts due thereunder and all accrued but unpaid interest as of such date, will be due on ~~or before~~ the third ~~year~~ anniversary of ~~the~~ Closing; and

² The estimated amount of the Cure ~~Amount~~Claims assumes the sale of the Real Property Designated for Transfer.

- (iv) ~~absent a default under the terms thereof, interest will accrue under the Deferred Consideration Note shall accrue interest at WSJ Prime Rate plus 1% and shall be paid upon each installment date for interest that has accrued the prime rate, as published by The Wall Street Journal or a similar publication if The Wall Street Journal ceases publication of that date, such rate, plus one-percent (1%).~~

(e) The Campbell APA excludes Campbell Excluded Assets, which include, among other things, Causes of Action. The net proceeds from the Campbell Excluded Assets shall be used for the benefit of the Estate and to pay Allowed Claims, certain Administrative Expense Claims and Retained Administrative Expense Claims. A sale to Campbell remains contingent upon certain approvals by PERKINS® RESTAURANTS as well as Spirit's agreement to sell the Real Property Designated for Transfer to Campbell on mutually acceptable terms.

(f) If another party is ultimately deemed to be the Purchaser, the Bankruptcy Court will have concluded that the competing bidder was a higher and/or better offer than that presented in the Campbell APA. The proceeds from that Sale will be used to pay Allowed Claims, Administrative Expense Claims and Professional Fee Claims in a manner consistent with the priority provisions of the Bankruptcy Code.

(g) The Closing on the Sale shall take place at 10:00 a.m., Eastern Time at the office of Whiteford, Taylor & Preston at 200 First Avenue, Third Floor, Pittsburgh, PA 15222 no later than ~~December~~January 31, ~~2017~~2018, or on such other date or at such other place and time as may be mutually agreed to in writing by Purchaser, the Committee and the Trustee. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

7.2 Effectuating the Sale.

(a) Approval of the Sale and Authorization to Perform. The Trustee has filed motions for approval of Bid Procedures and a Sale. The Orders approving those motions will establish the sale procedures and ultimately will result in the Bankruptcy Court approving the Sale to the Purchaser. The process provides for the sale of the Assets "as is, where is," free and clear of all Liens, Claims, encumbrances, and any and all other interests, except as otherwise provided in the Plan and the applicable APA. The Bid Procedures will provide for an opportunity for the submission of higher or better offers.

(i) Execution. On the Effective Date or such earlier date as the Bankruptcy Court may order, the Trustee (or if applicable, the Plan Administrator), and Purchaser, will each execute all documents and take other actions necessary or required to transfer, sell and convey, and where applicable, assume and assign, all of the Acquired Assets to the Purchaser and otherwise effectuate all transactions contemplated under the applicable APA.

(b) Transfer of Acquired Assets. On the Effective Date or such earlier date as the Bankruptcy Court may order, the Sale will be consummated and the Acquired Assets sold, transferred, conveyed, assumed and assigned from the Debtor to the Purchaser, free and clear of Liens, Claims and encumbrances except as otherwise provided in the Plan and/or the applicable APA. The Trustee will execute all documents necessary to sell, transfer, convey, assume and assign the Acquired Assets as contemplated under the APA.

7.3 Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the consummation of the transactions contemplated by the Campbell APA and Plan, including but not limited the transfers relating to the Real Property Designated for Transfer, will be deemed to be in furtherance of or in connection with the Plan and will not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

7.4 Corporate Action. On the Effective Date, all actions contemplated to be performed by the Debtor and/or the Plan Administrator pursuant to the Sale Documents are authorized and approved in all respects. All actions required of the Debtor and/or the Plan Administrator under the Sale Documents or the Plan Administrator Agreement will not require any action by Holders of Equity Interests or directors of the Debtor. The Plan Administrator is authorized and directed to execute and deliver the agreements, documents and instruments contemplated by the Sale Documents (including the any applicable APA) necessary to effectuate the transactions contemplated therein, without approval of the Debtor's board of directors, any individual officer or director, or any Holder of Equity Interests in the Debtor. All Persons, the Purchaser, Governmental Units, title agencies, licensing agencies and offices of recordation may rely upon the authority vested in the Plan Administrator to act on the Debtor's behalf in order to effectuate the Plan and the transactions contemplated in the Purchaser's APA.

7.5 Vesting of Assets in the Estate. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, pursuant to sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy Code, on the Effective Date, all property of the Estate constituting Excluded Assets will vest in the Debtor free and clear of all Liens, Claims, charges, or other encumbrances.

7.6 Post-Effective Date Management of the Debtor. On the Effective Date, all Persons acting as directors and officers of the Debtor prior to the Effective Date shall be released from all further authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtor or the Chapter 11 Case, and such directors and officers shall be deemed to have resigned. Upon such release and discharge, the Board of Directors of the Debtor will be comprised of the Plan Administrator who shall be charged with the authority to implement the Plan. Notwithstanding any state statute or law to the contrary, consistent with the provisions of the Plan, the Debtor may continue in existence after the Effective Date with one officer and one director, which shall be sufficient for the Debtor to continue its corporate existence as such. In addition, from and after the Effective Date, the Debtor shall not be required to file any documents, or take any other action, to withdraw its business operations from any states or countries in which the Debtor was previously conducting business operations. Upon the Distribution of all Assets of the Debtor pursuant to the terms of the Plan and the Plan Administrator Agreement, conclusion of the wind down, and following the closing of the

Chapter 11 Case, the Plan Administrator may file for the Debtor an appropriate certificate of dissolution and the Debtor shall cease to exist.

7.7 Appointment of the Plan Administrator. On the Effective Date, the Plan Administrator shall be appointed and shall be responsible for implementing the liquidation and wind down contemplated by this Plan, including monetizing or abandoning any assets, pursuing, settling or abandoning all Causes of Action, resolving all Claims and distributing Cash pursuant to this Plan and the Plan Administrator Agreement.

7.8 Resignation, Death or Removal of Plan Administrator. The Plan Administrator may resign at any time subject to the terms and conditions of the Plan Administrator Agreement. The initial Plan Administrator shall serve for the term indicated in the Plan Administrator Agreement. Following completion of the initial Plan Administrator's term, or in the event of the death, resignation, or removal of the Plan Administrator that occurs prior to termination of Plan Administrator Agreement, a successor Plan Administrator may be appointed in accordance with the Plan Administrator Agreement. Every successor Plan Administrator appointed pursuant hereto shall execute, acknowledge and deliver to the Bankruptcy Court an instrument in writing accepting such appointment. Thereupon, such successor Plan Administrator, without any further action required shall become fully vested with all of the rights, powers, duties, and obligations of his, her, or its predecessor. Notwithstanding any other provision in this Plan or the Plan Administrator Agreement, upon the resignation of a Plan Administrator, a Plan Administrator shall continue to serve in such capacity until such time as (a) a successor Plan Administrator is identified and accepts the appointment on substantially the same terms as the resigning Plan Administrator, and (b) notice is provided to the Bankruptcy Court of such successor Plan Administrator pursuant to this paragraph. No successor Plan Administrator hereunder shall in any event have any liability or responsibility for the acts or omissions of any of his, her or its predecessors.

7.9 Actions Against the Plan Administrator. The Confirmation Order shall state that, without permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced against the Plan Administrator in its official capacity, with respect to its status, duties, powers, acts, or omissions as Plan Administrator in any forum other than the Bankruptcy Court.

7.10 Term and Compensation of the Plan Administrator. The Plan Administrator shall serve for the term set forth in, and be compensated from the Administrative Fund in accordance with the terms of, the Plan Administrator Agreement.

7.11 Administrative Fund. The Administrative Fund shall be initially funded with \$150,000 from the proceeds of the Sale irrespective of any contrary provision of this Plan. Thereafter, the Administrative Fund shall be funded from proceeds from Excluded Assets, including, without limitation, the Causes of Action, to the extent necessary as determined by the Plan Administrator in its sole discretion.

7.12 Powers of the Plan Administrator. The Plan Administrator shall have all powers, authority, and responsibilities specified in this Plan and the Plan Administrator

Agreement. Subject to the terms of this Plan, the Plan Administrator's rights, duties, and powers shall include, among other things, the following:

- a. The Plan Administrator shall succeed to all such powers as would have been applicable to any of the Debtor's officers, managers, or shareholders with like effect as if authorized, exercised, and taken by unanimous action of the Debtor's officers, managers, and shareholders.
- b. The Plan Administrator shall be authorized to take all steps necessary to effectuate the wind down of the Debtor and to take such other actions as the Plan Administrator determines are in the best interests of Holders of Claims.
- c. The Plan Administrator, in its reasonable business judgment, in an expeditious and orderly manner, and only to the extent necessary, shall liquidate, and convert all of the Assets to Cash and make all Distributions in accordance with the Plan.
- d. The Plan Administrator shall be authorized to institute, prosecute, collect, compromise, and settle any remaining Causes of Action and without further approval or application to the Bankruptcy Court, including prosecuting and/or settling any remaining Causes of Action pending in any court of competent jurisdiction. Otherwise, the Plan Administrator shall comply with the applicable Bankruptcy Rules.
- e. The Plan Administrator shall be authorized to participate as a party or otherwise in any administrative, arbitrate or other non-judicial proceeding, and litigate or settle any Causes of Action on behalf of the Debtor or the Estate, or to pursue Causes of Action to settlement or judgment.
- f. The Plan Administrator shall have the authority to open and maintain bank accounts in the name of the Debtor, draw checks and drafts thereon by the sole signature of the Plan Administrator, and terminate such accounts as the Plan Administrator deems appropriate.
- g. The Plan Administrator shall have the authority to make Distributions and take other actions consistent with the Plan and the implementation hereof, including the establishment, reevaluation, adjustment and maintenance of appropriate reserves in accordance with the Plan.
- h. The Plan Administrator shall have the authority to collect and liquidate all Assets pursuant to the Plan and to administer the wind down of the Debtor.
- i. The Plan Administrator shall have the authority to undertake all administrative functions of the Chapter 11 Case, including closing the Chapter 11 Case.
- j. The Plan Administrator shall have the authority to file, prosecute, or object to any Claims (Disputed or otherwise), and compromise or settle any Claims,

prior to or after objection, in accordance with the terms herein and in the Plan Administrator Agreement.

- k. The Plan Administrator shall have the authority to retain or engage professionals, employees and consultants, including any professionals previously retained by the Debtor, the Committee or the Trustee, and to pay from the Administrative Fund the reasonable fees and expenses incurred by the Plan Administrator, its professionals, employees, and consultants that relate to the implementation of the Plan and the Plan Administrator Agreement, without application to the Bankruptcy Court.
- l. The Plan Administrator shall have the authority to seek a determination from the Bankruptcy Court of tax liability under section 505 of the Bankruptcy Code and to pay from the Administrative Fund taxes, if any, related to the Debtor and for all returns filed for or on behalf of the Debtor for all taxable periods through the closing of the Chapter 11 Case.
- m. The Plan Administrator shall have the authority to invest Cash or moneys received by the Debtor or otherwise held by the Debtor in accordance with the Plan (which shall be in compliance with section 345 of the Bankruptcy Code) as well as move any funds received by the Debtor into accounts for the benefit of Plan Beneficiaries.
- n. The Plan Administrator shall have the authority to execute any documents or pleadings and take any other actions related to, or in connection with, the liquidation of the Excluded Assets and the exercise of the Plan Administrator's powers granted herein, including the exercise of the Debtor's rights to conduct discovery and oral examination of any party under Bankruptcy Rule 2004.
- o. The Plan Administrator shall have the authority to enter into any agreement or execute any document required by or consistent with the Plan, and perform all of the obligations thereunder.
- p. The Plan Administrator shall have the authority to abandon in any commercially reasonable manner any Excluded Assets that the Plan Administrator determines are of no benefit to the Debtor.
- q. The Plan Administrator shall hold and preserve the Debtor's documents, as necessary, and to abandon or destroy documents upon the Plan Administrator's determination that the documents are no longer necessary or beneficial to the Debtor.
- r. The Plan Administrator shall have the authority to purchase and maintain all insurance policies and pay from the Administrative Fund all insurance premiums and costs that the Plan Administrator deems necessary or advisable.

- s. The Plan Administrator shall have the authority to take all other actions not inconsistent with the provisions of the Plan, which the Plan Administrator deems reasonably necessary or desirable with respect to administering the Plan.

7.13 Plan Administrator Standard of Care; Indemnification; Exculpation.

(a) Standard of Care. The Plan Administrator shall perform the duties and obligations imposed on the Plan Administrator by this Plan and the Plan Administrator Agreement in a manner that does not constitute gross negligence.

(b) Exculpation. As set forth in the Plan Administrator Agreement, neither the Plan Administrator, nor any director, officer, affiliate, employee, employer, Professional, agent or representative of the Plan Administrator or the Debtor, each in its capacity as such (the “PA Exculpated Parties”) shall be liable for losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as “Losses”) to any Holder of a Claim or Equity Interest, a Beneficiary or any other Person, incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the PA Exculpated Party’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Plan, the Plan Administrator Agreement, the Confirmation Order, any other order of the Bankruptcy Court or applicable law or as may arise by reason of any action, omission or error of a PA Exculpated Party; provided, however, that the foregoing limitation shall not apply to any acts or omissions ultimately and finally determined by Final Order of a court of competent jurisdiction to be the direct result of such PA Exculpated Party’s fraud, willful misconduct, or gross negligence. None of the PA Exculpated Parties are deemed to be responsible for any other PA Exculpated Party’s actions or inactions. Every act done, power exercised or obligation assumed by a PA Exculpated Party pursuant to the provisions of Plan Administrator Agreement shall be held to be done, exercised or assumed, as the case may be, by the Debtor and not otherwise. Every person, firm, corporation or other entity contracting or otherwise dealing with or having any relationship with any PA Exculpated Party shall have recourse only to the Debtor and the Excluded Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships, and the Debtor and the PA Exculpated Parties shall not be individually liable therefor.

(c) Indemnification. As set forth in the Plan Administrator Agreement, the Debtor shall, to the fullest extent permitted by law, indemnify and hold harmless the PA Exculpated Parties for Losses, including the costs for counsel or others in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any PA Exculpated Party is a party, or enforcing Plan Administrator Agreement (including these indemnity provisions), caused by, relating to, based upon, or arising out of (directly or indirectly) the PA Exculpated Party’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under Plan Administrator Agreement, this Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable law, other than acts or omissions ultimately and finally determined by Final Order of a court of competent jurisdiction to be the direct result of such PA Exculpated Party’s fraud, willful misconduct or

gross negligence, with respect to the Debtor or the implementation or administration of the Plan or Plan Administrator Agreement. To the extent that a PA Exculpated Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to such PA Exculpated Party in monitoring and participating in the defense of the claims giving rise to such asserted right of indemnification shall be advanced to such PA Exculpated Party out of the Administrative Fund and/or any insurance purchased using the Administrative Fund.

7.14 Disbursing Agent. The Plan Administrator, or its designee or assignee, may act as its own disbursing agent under the Plan and shall establish such account or accounts as may be required to effectuate payments as provided for in the Plan. Alternatively, the Plan Administrator may employ or contract with other entities to assist in or make the Distributions required by the Plan, and may in such instance pay such entities reasonable compensation and reimburse out-of-pocket expenses from the Administrative Fund.

7.15 Fees and Expenses of the Debtor— and Plan Administrator. Except as otherwise ordered by the Bankruptcy Court, after the Effective Date, any of the Debtor's or the Plan Administrator's reasonable fees or expenses, as applicable (including the reasonable fees and expenses of professionals retained by the Plan Administrator), shall be paid from the Administrative Fund in the ordinary course of business without further order of the Bankruptcy Court.

7.16 Distributions. Distributions will be made in accordance with the Plan.

7.17 Subrogation Claims. All subrogation claims of the Debtor and the Estate that are Excluded Assets will be assigned and transferred to the Debtor on the Effective Date and may be enforced by the Plan Administrator.

7.18 Cancellation of Notes, Instruments, Certificates and Other Documents. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims against the Debtor or Equity Interests will be cancelled and the obligations of the Debtor discharged in accordance with section 1141(d)(1) of the Bankruptcy Code.

7.19 Cancellation of Existing Securities and Agreements. On the Effective Date, except as expressly provided in this Plan, the securities, promissory notes, trust indentures, share certificates, security agreements, deeds of trust, collateral agency agreements and other instruments evidencing or securing a Claim will be deemed cancelled without further act or action under any applicable agreement or law, and the obligations of the Debtor under the agreements, instruments, trust indentures and certificates governing and securing such Claims, as the case may be, will be discharged.

7.20 Release of Liens. Except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created in connection with the Plan, (i) each Holder of: (a) any purported Secured Claim and/or (b) any judgment, personal property or ad valorem tax, molder, warehouse or artisan or similar Lien Claim, in each case regardless of whether such Claim is an Allowed Claim, shall, on or immediately before the Effective Date and regardless of whether such Claim has been scheduled or proof of such

Claim has been filed: (y) turn over and release to the Estate any and all property of the Debtor or the Estate that secures or purportedly secures such Claim, or such Lien and/or Claim shall automatically, and without further action by the Debtor or the Plan Administrator, as the case may be, be deemed released and (z) execute such documents and instruments as the Debtor or Plan Administrator, as the case may be, requires to evidence the Holder of a Claim's release of such property or Lien, and if such Holder refuses to execute appropriate documents or instruments, the Debtor or the Plan Administrator, as the case may be, in its discretion, file a copy of the Confirmation Order in the appropriate recording office, which shall serve to release any Holder of a Claim's rights in such property; and (ii) immediately before the Effective Date, all right, title and interest in such property shall revert or be transferred to the Debtor, free and clear of all Claims, interests, and Liens of any kind, and thereafter be transferred to the Purchaser and the Estate, as applicable.

7.21 Books and Records. Debtor or its designee, through the Plan Administrator, will retain possession of all accounting, business, financial and tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Effective Date and transferred to Purchaser and (ii) coming into existence after the Effective Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period not to exceed thirty six months. Debtor or its designee, through the Plan Administrator, shall give Purchaser at least sixty (60) days prior written notice and an opportunity to retain or copy any such records in the event that the Plan Administrator determines to destroy or dispose of them. In addition, from and after the Effective Date, Plan Administrator shall provide access to Purchaser and its designees, (after reasonable notice and during normal business hours and without charge), to the books, records, documents and other information relating to the Acquired Assets or the Assumed Liabilities as Purchaser may reasonably deem necessary. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities to the extent they are available.

7.21.1 The Purchaser shall provide the Plan Administrator with reciprocal access to such records to the extent they are Acquired Assets. In particular, the Purchaser shall agree to provide the Plan Administrator with reasonable access to records purchased in the Sale so that the Plan Administrator can implement the Plan and prosecute Causes of Action, if applicable.

7.22 Closing of Chapter 11 Case by Charitable Gift. If at any time the Plan Administrator determines that the expense of administering the Estate or distributing Excluded Assets to Beneficiaries is likely to exceed the value of the Excluded Assets remaining in the Estate, the Plan Administrator may (i) reserve any amounts necessary to close the Chapter 11 Case; (ii) donate any balance of Assets or their proceeds to a charitable organization exempt from federal income tax under section 501(c)(3) of the Tax Code that is unrelated to the Debtor and any Insider of the Debtor; and (iii) close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

ARTICLE VIII
PROCEDURES FOR ~~DISPUTED CLAIMS~~RESOLVING CONTINGENT,

~~8.1 **Objections to Claims.** On and after the Effective Date, the Plan Administrator will be entitled to object to all Claims of potential Beneficiaries.~~

8.2 UNLIQUIDATED AND DISPUTED CLAIMS

~~8.1 **Allowance of Claims.** After the Effective Date, the Plan Administrator shall maintain any and all rights and defenses that the Debtor had with respect to any Claim, except with respect to any Claim deemed Allowed under this Plan or other Final Order of the Bankruptcy Court. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Case (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until the Plan Administrator determines, in its sole discretion, that such Claim shall be Allowed or such Claim is Allowed pursuant to a Final Order of the Bankruptcy Court. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court under Bankruptcy Rule 9019, or otherwise, shall be binding on all parties.~~

~~8.2 **Objections to Claims.** After the Confirmation Date but before the Effective Date, the Trustee, and after the Effective Date until the applicable Claims Objection Bar Date, the Plan Administrator (and its Representatives), shall maintain the exclusive authority to file objections to Claims and settle, compromise, withdraw, or litigate to judgment such objections. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.~~

~~8.3 **No Distribution Pending Allowance.** Notwithstanding any other provision of the Plan, if any portion of a Claim is a Disputed Claim, no ~~payment or~~ Distribution to the Holder of such Disputed Claim will be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim. If an objection to a Claim or portion thereof is filed or contemplated prior to the Claims Objection Bar Date, no payment or Distribution provided under this Plan shall be made on account of such Claim, or portion thereof, unless and until such Disputed Claim becomes an Allowed Claim.~~

8.34 Reserve on Account of Disputed Claims.

(a) Establishment and Maintenance of Reserve for Disputed Claims. The Plan Administrator will maintain a “Disputed Claim Reserve” at an amount equal to the aggregate of 100% of the distributable amounts to which Holders of such Disputed Claims would be entitled under the Plan if such Disputed Claims were Allowed Claims in their Disputed Claim Amounts or such lesser amount as required by a Final Order. For purposes of effectuating the provisions of this section 8.34(a) and the Distributions to Holders of Allowed Claims, the Bankruptcy Court may set, fix or liquidate the amount of Disputed Claims pursuant to section 502(c) of the Bankruptcy Code, in which event the amounts so fixed or liquidated will be deemed the amounts of the Disputed Claim for purposes of Distribution under this Plan. In lieu of fixing or liquidating the amount of any Disputed Claim, the Plan Administrator may request that the Bankruptcy Court determine the amount to be reserved for such Disputed Claim or such amount may be fixed by agreement in writing between the Plan Administrator and the Holder of a Disputed Claim.

(b) Distributions on Allowance of Disputed Claims. The Holder of a Disputed Claim that becomes an Allowed Claim will receive a Distribution (i) in Cash from the Disputed Claim Reserve for Claims against the Estate, or (ii) from the Purchaser per the terms of the Plan or as agreed between the Purchaser and the Holder of an Allowed Claim for which the Purchaser is the responsible for paying (if any), as soon as practical following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. These Distributions will be made in accordance with the Plan based on the Distribution(s) that would have been made to such Holder under the Plan if the Disputed Claim had been an Allowed Claim on or prior to the Effective Date. No Holder of a Disputed Claim will have any Claim against the Disputed Claim Reserve or the Plan Administrator with respect to such Claim until such Disputed Claim becomes an Allowed Claim, and no Holder of a Disputed Claim will have any right to interest on such Disputed Claim except for any Reserve Income earned thereon (unless otherwise required pursuant to applicable non-bankruptcy law for Priority Tax Claims).

8.45 Resolution of Disputed Claims. After the Effective Date, the Plan Administrator shall have the exclusive authority to file objections to Claims and settle, compromise, withdraw, or litigate to judgment such objections. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Each objection to a Claim must be served on the Holder of the Claim to which the objection is made as soon as practicable, but in no event later than ~~forty-five (45) days after entry of the Post Confirmation Order and Notice (subject, however, to the right of the Plan Administrator to seek an order of the Bankruptcy Court granting an extension of time to file such objections with the Bankruptcy Court)-the Claims Objection Bar Date.~~

8.56 Estimation. The Debtor, or following the Effective Date, the Plan Administrator may at any time request that the Bankruptcy Court estimate any contingent, unliquidated or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection.

In the event that the Bankruptcy Court estimates any contingent, unliquidated or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Plan Administrator (as the case may be) may pursue supplementary proceedings to object to the allowance of such Claim. All objection, estimation and Claim resolution procedures are intended to be cumulative and not exclusive of one another.

8.67 Distributions to Holders of Allowed Claims Upon Disallowance of Disputed Claims. On disallowance of any Disputed Claim, each Holder of an Allowed Claim in the same Class as the disallowed Disputed Claim will be entitled to its Pro Rata share of Cash equal to the Distribution that would have been made in accordance with the Plan to the Holder of such Disputed Claim had such Disputed Claim been an Allowed Claim on or prior to the Effective Date. Such Distributions on account of disallowed Disputed Claims will be made as soon as practicable. On allowance or disallowance of all or a portion of such Disputed Claims, the Plan Administrator will make appropriate Distributions in accordance with the Plan.

ARTICLE IX **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

9.1 Rejection of Contracts and Leases.

(a) **General Treatment.** On the Effective Date, all Contracts and Leases shall be deemed automatically rejected in accordance with the provisions and requirements of sections 365 and 1123(b)(2) of the Bankruptcy Code, unless any such Contract or Lease: (i) has been previously subject to a Final Order of the Bankruptcy Court authorizing assumption/assignment or rejection, as the case may be, entered prior to the Effective Date; (ii) is the subject of a motion to assume, assume and assign or reject pending as of the Effective Date; or (iii) is listed on a schedule of assumed Contracts and Leases in connection with the Purchaser's APA and/or is a Campbell Acquired Contract.

(b) **Rejection Damages.** The Confirmation Order, as of the Effective Date, will constitute an order of the Bankruptcy Court authorizing and approving (i) the assumption and assignment of Contracts and Leases constituting Acquired Contracts and (ii) the rejection of all other Contracts and Leases of the Debtor which are not otherwise identified on a schedule to the Purchaser's APA or subject to a motion to assume and assign Contracts and Leases pending as of the Effective Date. Counterparties to Contracts or Leases that are deemed rejected as of the Effective Date will be permitted to assert any Claim on account of the rejection of such Contracts or Leases, including under section 502(g) of the Bankruptcy Code, subject to compliance with the requirements of the Plan. Unless otherwise provided by a Bankruptcy Court order, any proofs of claim asserting Claims arising from the rejection of Contracts and Leases pursuant to the Plan or otherwise must be filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date. Any proofs of claim arising from the rejection of the Debtor's Contracts or Leases that are not timely filed will be disallowed automatically, and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Debtor, the Estate its properties or the Plan Administrator, without the need for any objection from the Plan

Administrator or any further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the Contract or Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtor's Contracts and Leases shall be classified as General Unsecured Claims.

9.2 Assumption of Contracts and Leases.

(a) Assumption of Contracts and Leases. Unless otherwise so effectuated by Final Order of the Bankruptcy Court, on the Effective Date, the Debtor will assume and assign to the Purchaser all of the Contracts and Leases listed as Acquired Contracts on ~~schedule~~ the schedules to the Purchaser's APA. The schedule identifying such Contracts and Leases may be amended by the Purchaser from time to time up through and including the conclusion of oral presentations at the Sale Hearing. The Acquired Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Acquired Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to the Acquired Contracts after such assignment to the Purchaser.

(b) Modifications, Amendments, Supplements, Restatements, or Other Agreements. Unless otherwise provided in the Plan, Contract or Lease that is assumed and assigned to the Purchaser pursuant to the Purchaser's APA and the Plan will include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Contract or Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated, or is rejected or repudiated pursuant to the Plan, an APA or separate motion and Final Order of the Bankruptcy Court. Modifications, amendments, supplements, and restatements to prepetition Contracts and Leases that have been executed by the Debtor during the Chapter 11 Case will not alter the prepetition nature of the Contract or Lease, or the validity, priority, or amount of any Claims in connection therewith.

(c) Proof of Claim Based on Contracts or Leases that Have Been Assumed. Any and all Proofs of Claim relating to Contracts or Leases that have been assumed in the Chapter 11 Case and assigned to the Purchaser will be deemed amended and superseded by the amount of the Allowed Cure Claim identified in the APA, the Sale Order, the Confirmation Order or other order of the Bankruptcy Court authorizing assumption of Contracts and/or Leases by the Debtor and assignment of the Contracts and/or Leases to the Purchaser.

(d) Cure of Defaults for Assumed Contracts and Leases. The Trustee has prepared the Schedule of Contracts and Leases that are subject to possible assumption and assignment as part of the Sale, a copy of which is attached hereto as **Exhibit E**. The Schedule of Contracts and Leases includes (i) the title of the Contract or Lease subject to assumption, (ii) the name of the Counterparty or Counterparties, and (iii) the Cure Amounts, if any, as determined by the Trustee. The assumption and assignment of each such Contract or Lease will be conditioned

on the disposition of all issues with respect to the Cure Claims. All Allowed Cure Claims will be satisfied by Purchaser by payment of the Allowed Cure Claim in Cash on the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as may be either: (i) ordered by the Bankruptcy Court or (ii) agreed by the Purchaser, and applicable Counterparty without any further notice to or action, order, or approval of the Bankruptcy Court. Any provisions or terms of the Debtor's Contracts or Leases to be assumed and assigned pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by the payment of the Cure Amount, or by an agreed-upon waiver of the Cure Amount. ~~Notwithstanding the foregoing, in the event that Campbell is the Purchaser, all Allowed Cure Claims relating to (i) Leases exceeding the amounts set forth in Schedule ___ of the Campbell APA, or (ii) Contracts exceeding the amounts set forth in Schedule ___ of the Campbell APA, shall be the obligation of the Debtor and such amounts exceeding the foregoing caps shall be paid by the Plan Administrator on the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as may be either: (i) ordered by the Bankruptcy Court or (ii) agreed by the Plan Administrator and applicable Counterparty.~~

(i) Cure Dispute Resolution Process (IMPORTANT BAR DATE). The following process shall govern disputes relating to Cure Amounts:

(A) Counterparties to any Contract or Lease (I) designated for potential assumption on the Schedule of Contracts and Leases and (II) that dispute the proposed Cure Amount listed on the Schedule of Contracts and Leases or dispute assumption and assignment of such Contract or Lease for any other reason, including adequate assurance of future performance, or any other matters relating to the assumption and assignment of such Contract or Lease, must serve the Plan Proponent, the Purchaser and the Trustee any objection to the proposed Cure Amount ("Cure Objection") **so that it is received no later than [December 11, 2017] at 12:00 p.m. (prevailing Eastern Time)** (the "Cure Objection Deadline").

(B) The Cure Objection should include: (1) the Cure Amount asserted by the objecting Counterparty; (2) documentation that substantively and quantitatively supports the Cure Amount alleged by the objecting Counterparty; (3) contact information of the Counterparty (including but not limited to email, fax and telephone numbers at which the Counterparty can be reached), and (4) the legal and factual basis for an objection to assumption and assignment of the proposed Acquired Contract.

(C) In the event the Purchaser is an entity other than Campbell, any supplemental or further objections to the assumption, assignment of a Contract or Lease to the Purchaser by a Counterparty to such Contract or Lease, based solely on the Purchaser's adequate assurance of future performance under any such Contract or Lease shall be filed no later than one (1) day prior the Sale Hearing.

(D) The Plan Proponent (in consultation with the Trustee), Purchaser and the objecting counterparty will promptly following receipt of the Cure Objection commence good faith negotiations of the Cure Objection.

(E) If a Cure Objection dispute cannot be resolved within three (3) days before the Sale Hearing, the Plan Proponent will file a notice of the Cure Objection (“Cure Dispute Notice”) with the Bankruptcy Court and Cure Objection disputes will be addressed by the Bankruptcy Court prior to the conclusion of the Sale Hearing.

(F) The Purchaser may delete Contracts and Leases from its schedule of Contracts and Leases to be assumed and assigned to the Purchaser at any time up to the submission by the Plan Proponent of a proposed Sale Order to the Bankruptcy Court.

(G) Failure of a Counterparty to comply with the foregoing Cure Objection dispute resolution process will result in the disallowance of the Counterparty’s Cure Claim. The Counterparty will be forever barred, estopped, and enjoined from asserting a Cure Claim against the Purchaser, the Debtor or the Estate in an amount that exceeds the Cure Amount listed on the Schedule of Leases and Contracts. In instances where a Contract or Lease is to be assumed and no Cure Objection has been timely filed with the Bankruptcy Court by the applicable Counterparty, the Cure Amount listed on the Schedule of Contracts and Leases or on the schedules to the Purchaser’s APA (notwithstanding anything included in the Schedules or in any Proof of Claim to the contrary) will be binding on all parties, including the Purchaser and the Counterparty to the Contract or Lease. The Plan Proponent, with approval of the Purchaser (and the Trustee), may settle any Cure Objection without any further notice to or action, order, or approval of the Bankruptcy Court.

(e) Entry of the Sale Order will constitute a finding of adequate assurance of future performance by the Purchaser within the meaning of section 365 of the Bankruptcy Code. Assumption of any Contract or Lease pursuant to the Sale Order, Confirmation Order or other order of the Bankruptcy Court will limit the Claims of any such Counterparty to the (i) Allowed Cure Claim and (ii) Claims for ongoing performance under the Contract or Lease by Purchaser pursuant to section 365(k) of the Bankruptcy Code.

ARTICLE X
CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE PLAN

10.1 Conditions Precedent to Effective Date. The following are conditions precedent to the Effective Date of the Plan:

(a) The Bankruptcy Court has approved the Disclosure Statement and entered the Sale Order and Confirmation Order;

- (b) No stay of the Sale Order or Confirmation Order is in effect;
- (c) Purchaser closes on the Sale and provides all consideration required under the Sale Documents;
- (d) All documents required to be executed by Purchaser to implement the Plan and close the Sale have been executed by Purchaser; and
- (e) The Effective Date occurs no later than December 31, 2017.

10.2 Waiver of Conditions Precedent. Subject to Purchaser's written consent, the Plan Proponent has the right to waive the conditions set forth in section 10.1 other than section 10.1(a).

10.3 Effect of Nonoccurrence of Conditions to Effective Date. If the Plan Proponent determines that one of the conditions precedent set forth in section 10.1 cannot be satisfied and are not waived pursuant to section 10.2, then the Plan Proponent will file a notice with the Bankruptcy Court and the Confirmation Order may be vacated following notice and hearing. If the Confirmation Order is vacated pursuant to this section 10.3, the Plan will be null and void in all respects.

ARTICLE XI

EFFECT OF CONFIRMATION

11.1 Vesting of Assets. On the Effective Date, all property of the Estate that is an Excluded Asset will vest in the Debtor free and clear of all Claims and Liens, except as provided in the Plan or the Confirmation Order.

11.2 Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, on and after the Effective Date, the provisions of the Plan are binding on all Holders of Claims against, or Equity Interests in the Debtor and their respective successors and assigns, whether or not a Claim or Equity Interest of a Holder is Impaired or Unimpaired under the Plan and whether or not such Holder has accepted the Plan.

11.3 Discharge of Claims and Termination of Equity Interests. Except as otherwise specifically provided in the Plan or in the Confirmation Order, the rights granted under the Plan and the ~~payments and~~ Distributions to be made under the Plan discharge all existing debts and Claims, and terminate all Equity Interests of any kind, nature or description, whatsoever, in or against the Debtor, the Estate, their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as otherwise provided under the Plan or in the Confirmation Order, on the Effective Date, all existing Claims against the Debtor and the Estate will be discharged and terminated, and all Holders of Claims and Equity Interests will be precluded and enjoined from asserting against the Debtor, the Estate or any of its assets or properties, any other or further Claim or Equity Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such Holder has filed a Proof of Claim or is listed in the Schedules.

11.4 Discharge of the Debtor. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan or in the Confirmation Order, the Distributions and rights that are provided in this Plan will be in complete satisfaction, discharge, and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of any and all Claims, whether known or unknown, against the Debtor or any of its assets or properties, regardless of whether the property has been distributed or retained pursuant to the Plan. Without limiting the generality of the foregoing, the Debtor will be discharged from any and all Claims and debts of the kind specified in sections 502(g), 502(h) of 502(i) of the Bankruptcy Code, in each case whether or not (a) a Proof of Claim is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim is allowed under section 502 of the Bankruptcy Code, or (c) the Holder of such a Claim accepted the Plan.

11.5 Exculpation. Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have, nor incur any liability to any Person for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering the Plan, any of the Sale Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, or other pre- or post-petition act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtor or confirming or consummating the Plan; *provided, however,* that the foregoing provisions of this Article shall have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct, and, *provided, further,* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties to, or in connection with, the Plan and the Sale Documents.

11.6 Preservation of Rights of Action.

(a) Maintenance of Causes of Action.

Except as otherwise provided in the Plan, after the Effective Date the Plan Administrator, as successor to the Debtor, Trustee and/or the Committee, shall retain all rights to commence and pursue, as appropriate, any and all Causes of Action, including without limitation, any potential claims or Causes of Action against Elite Restaurant Group, LP and/or the Debtor's Insiders, the professionals of the foregoing parties, and any subsequent transferees, which are the result of, arise from or relate to any transfers made by the Debtor prior to the Petition Date, whether arising before or after the Petition Date, in any court or other tribunal including, without limitation, any adversary proceeding filed. Except as otherwise provided in the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, any other Claims, rights, and Causes of Action in that the Debtor may hold against any Entity or Person, including without limitation, any potential claims or Causes of Action against Elite Restaurant Group, LP and/or the Debtor's Insiders, the professionals of the foregoing parties, and any subsequent transferees, which are the result of, arise from or relate to any transfers made by the Debtor prior to the Petition Date, whether arising before or after the Petition Date, shall vest upon the Effective Date in the Estate. The Plan Administrator, on behalf of the Estate, shall receive, be vested with and may exclusively enforce any and all such claims, rights, or Causes of Action. After the Effective Date, the Plan Administrator shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle or compromise any and all such claims, rights,

and Causes of Action without the consent or approval of any third party and without notice to or action, order, or approval of the Bankruptcy Court.

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

Unless a Claim or Cause of Action against a Person or Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, all such Claims or Causes of Action are expressly reserved for the Estate and its Beneficiaries for later adjudication by the Plan Administrator (including, without limitation, Claims and Causes of Action not specifically identified or which the Debtor, Trustee or Committee may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor, Trustee or Committee at the time or facts or circumstances which may change or be different from those which the Debtor, Trustee or Committee now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines or res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Claims or Causes of Action upon or after the Confirmation or consummation of the Plan (including without limitation, the Disclosure Statement), except where such Claims or Causes of Action have been expressly released in the Plan. In addition, all rights are expressly reserved for the Plan Administrator as of the Effective Date and thereafter, to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

11.7 Injunction.

(a) From and after the Effective Date, all ~~Person~~Persons and Entities are permanently enjoined from commencing or continuing in any manner against the Debtor, the Estate, the Plan Administrator, their successors and assigns, and their assets and properties, as the case may be, any suit, action or other proceeding, on account of or respecting any Claim, demand, liability, obligation, debt right, Cause of Action, interest or remedy released or to be released pursuant to the Plan or the Confirmation Order.

(b) From and after the Effective Date, all Persons and Entities shall be precluded from asserting against the Debtor, its Estate, the Plan Administrator, their successors and assigns, and their assets and properties, any other Claims or Equity Interests based upon any documents, instruments, or any act or omission transaction or other activity of any kind or nature that occurred prior to the Effective Date.

(c) The rights afforded in the Plan and treatment of Claims and Equity Interests in the Plan shall be in exchange for and in complete satisfaction and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against the Debtor, the Estate, the Plan Administrator and any of their assets or properties. On the Effective Date, all such Claims against, and Equity Interest in the Debtor and the Estate shall be satisfied and released in full, unless as otherwise provided in the Plan.

(d) Except as otherwise expressly provided in the Plan, all ~~Parties~~Persons and Entities are permanently enjoined from and after the Effective Date, on account of any Claim or Equity Interest satisfied and released hereby from:

(i) Commencing or continuing in any manner, any action or other proceeding of any kind against the Debtor, Trustee or Committee, after the Effective Date, against the Estate or Plan Administrator, their successors and assigns and their assets and properties;

(ii) Enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against the Debtor, the Estate its successors and assigns, and their assets and properties;

(iii) Creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or the property of Estate;

(iv) Asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor, or against the property of the Estate; or

(v) Commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Cause of Action released or settled hereunder.

11.8 Purchaser Not a Successor. Except for those liabilities and obligations specifically assumed pursuant to the Sale Documents, Purchaser shall not be deemed to be liable to any party, known or unknown, under any theory of successor liability including, without limitation, “Implied Assumption”, “Defacto Merger”, “Continuation of Enterprise”, “Fraudulent Transfer” or “Product Line Exception.”

ARTICLE XII **RETENTION OF JURISDICTION**

12.1 Jurisdiction of Bankruptcy Court. The Bankruptcy Court will retain jurisdiction of all matters arising under, arising out of, or related to the Chapter 11 Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine motions for the assumption, assumption and assignment or rejection of Contracts or Leases and the allowance of Claims resulting therefrom;

(b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date, or any other Cause of Action;

(c) To ensure that Distributions to Holders of Allowed Claims are accomplished as provided herein;

(d) To consider Claims or the allowance, classification, priority, compromise, estimation or payment of any Claim;

(e) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

(f) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any person with the consummation, implementation or enforcement of the Plan, Sale Order, Confirmation Order or any other order of the Bankruptcy Court;

(g) To hear and determine any application to modify the Sale Documents in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Sale Documents, the Disclosure Statement or any order of the Bankruptcy Court, including the Sale Order and Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine all applications under sections 328, 330, 331 and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred by Professionals;

(i) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Sale Order, the Confirmation Order, any transactions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan Administrator Agreement, and to hear and determine all matters involving or relating to the Plan Administrator;

(k) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute and consummate the Plan or to maintain the integrity of the Plan following consummation;

(l) To recover all property of the Estate, wherever located, which jurisdiction shall not be limited as a result of the transfer of any such assets and property to the Administration Fund pursuant to the Plan;

(m) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, matters with respect to any taxes payable by a trust or reserve established in furtherance of the Plan);

(o) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code; and

- (p) To enter a final decree closing the Chapter 11 Case.

ARTICLE XIII
CRAMDOWN RESERVATION

13.1 Nonconsensual Confirmation. The Plan Proponent reserves the right to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code and/or amend the Plan in accordance with section 14.5 to the extent necessary to obtain entry of the Confirmation Order.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 Disposition of ~~Creditors'~~ Committee. The Committee will disband and be released of its duties and obligations on the Effective Date.

14.2 Disposition of the Chapter 11 Trustee. On the Effective Date, the Trustee's appointment shall be terminated and the Plan Administrator shall take possession of and manage all property of the Estate.

14.3 Substantial Consummation. On the Effective Date, the Plan will be deemed to be "substantially consummated" as contemplated under sections 1101 and 1127(b) of the Bankruptcy Code.

14.4 Payment of Statutory Fees. On the Effective Date, (or as soon thereafter as is reasonably practicable) and thereafter as may be required, the Plan Administrator will pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

14.5 Modification of Sale Documents. The Sale Documents and any ancillary agreements may be amended, modified, or supplemented by the Plan Proponent with the express written consent of Purchaser, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as the Bankruptcy Court may otherwise direct. In addition, after the Confirmation Date, so long as such action does not materially adversely affect the treatment of Holders of Claims or Equity Interests under the Plan, the Plan Proponent may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Prior to the Effective Date, the Plan Proponent, with the express written consent of Purchaser may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of Holders of Claims or Equity Interests.

14.6 Revocation or Withdrawal of Plan. The Plan Proponent reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date. If the Plan Proponent

takes such action, the Plan will be deemed null and void. In such event, nothing in the Plan will be deemed to constitute a waiver or release of any Claim by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any other person in any further proceedings involving the Debtor.

14.7 Fiduciary Obligations of Plan Proponent. Notwithstanding anything to the contrary contained in the Plan or the Sale Documents, the obligations of the Plan Proponent under the Plan with respect to the Purchaser are subject at all times to the fulfillment of the fiduciary duties of the Plan Proponent.

14.814.8 Section 1125(e) Good Faith Compliance. The Trustee, the Committee, the Plan Administrator, and each of their respective Representatives, shall be deemed to have acted in "good faith" under section 1125(e) of the Bankruptcy Code in connection with the confirmation and consummation of this Plan.

14.9 Courts of Competent Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction will have no effect upon and will not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

14.910 Severability. If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Plan Proponent, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

14.1011 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto provides otherwise, the rights, duties and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

14.1112 Exhibits. All exhibits, schedules, addendum or other others annexed to the Plan are deemed incorporated into and are a part of the Plan as if set forth in full herein.

14.1213 Successors and Assigns. All the rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and will inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

14.1314 Time. In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

14.1415 Notices. All notices, requests and demands to or upon the Debtor, the Trustee or the Plan Administrator to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Trustee: M. Collette Gibbons
Ice Miller
600 Superior Avenue East
Suite 1701
Cleveland, OH 44114
Telephone: (216) 394-5063
Fax: (216) 394-5088

and

Nicholas R. Pagliari
MacDonald, Illig, Jones & Britton, LLP
100 State Street, Suite 700
Erie, Pennsylvania
Telephone: (814) 870-7754
Facsimile: (814) 454-4647
Email: npagliari@mijb.com

If to the Committee: Whiteford, Taylor & Preston, LLP
Michael J. Roeschenthaler, Esquire
200 First Avenue
Third Floor
Pittsburgh, PA 15222
Telephone: (412) 618-5601
Facsimile: (412) 618-5597
Email: mroeschenthaler@wtplaw.com

If to Plan Administrator: Albert's Capital Services, Inc.
200 Dinsmore Avenue
Crafton, Pa 15205
Telephone: 412-977-1000
Email: calbert@albertcapitalmgmt.com

If to the Purchaser:

Meyer, Unkovic & Scott LLP
Attn: Robert E. Dauer, Jr.
Henry W. Oliver Building
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15222-2315
Telephone: 412.456.2835 |
Facsimile: 412.456.2864
Email: red@muslaw.com

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Respectfully submitted,

Dated: November 9, 2017

The Official Committee of Unsecured Creditors
for Unique Ventures Group, LLC

By: /s/ Jessica Berry

Name: Jessica Berry

Title: Chair of Official Committee of Unsecured
Creditors