DECHERT LLP
1095 Avenue of the Americas
New York, New York 10036
Telephone: (212) 698-3500
Facsimile: (212) 698-3599
Allan S. Brilliant
Shmuel Vasser
Jeffrey T. Mispagel

Attorneys for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
LEGEND PARENT, INC., *et al.*,	:	Case No. 14-10701 (RG)
Debtors.[1]	:	Jointly Administered

FIRST AMENDED JOINT PLAN OF REORGANIZATION OF MMODAL HOLDINGS, INC., AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THIS FIRST AMENDED CHAPTER 11 PLAN IS BEING SUBMITTED FOR APPROVAL BY THE BANKRUPTCY COURT. THIS FIRST AMENDED CHAPTER 11 PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. ACCORDINGLY, THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE CHAPTER 11 PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.

Dated: May 20, 2014
New York, New York

[1] The Debtors in these cases along with the last four digits of their federal tax identification number are: Legend Parent, Inc. (8624); MModal Holdings, Inc. (7380); MModal Inc. (6666); Multimodal Technologies, LLC (2076); MModal CB Inc. (5948); Poiesis Informatics, Inc. (0978); MModal MQ Inc. (1298); MModal Systems & Services Inc. (3443); Mirrus Systems Inc. (5862); MedQuist of Delaware, Inc. (3311); MModal IP LLC (0512); MModal Services, Ltd. (0433); MedQuist CM LLC (5362); and All Type Medical Transcription Services, Inc. (0722). The Debtors' corporate headquarters is located at 5000 Meridian Boulevard, Suite 200, Franklin, TN 37067.

TABLE OF CONTENTS

Page

SECTION 1. DEFINITIONS AND RULES OF INTERPRETATION 1
A. Definitions 1
B. Rules of Interpretation; Application of Definitions and Rules of Construction 14
C. Appendices and Plan Documents 15
SECTION 2. ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS 15
SECTION 3. CLASSIFICATION OF CLAIMS AND INTERESTS 17
SECTION 4. TREATMENT OF CLAIMS AND INTERESTS 19
SECTION 5. MEANS FOR IMPLEMENTATION 21
SECTION 6. DISTRIBUTIONS 28
SECTION 7. PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS 35
SECTION 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES 37
SECTION 9. CONDITIONS PRECEDENT 40
SECTION 10. EFFECT OF CONFIRMATION 42
SECTION 11. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN 47
SECTION 12. RETENTION OF JURISDICTION 48
SECTION 13. MISCELLANEOUS PROVISIONS 51

Schedule A

INTRODUCTION

MModal Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors"), propose this joint chapter 11 Plan of Reorganization pursuant to section 1121 of title 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the Bankruptcy Court. Reference is made to the Debtors' Disclosure Statement, distributed herewith, for a discussion of the Debtors' history and businesses, the background, a summary and analysis of the Plan, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. There also are other relevant agreements and documents, which are or shall be filed with the Bankruptcy Court in the Plan Supplement, and that are referenced in the Plan or the Disclosure Statement.

All holders of Claims are encouraged to read the Plan and Disclosure Statement in their entireties before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in this Plan, section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

SECTION 1. DEFINITIONS AND RULES OF INTERPRETATION

A. DEFINITIONS.

Except as expressly provided otherwise or unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Section 1.Any term that is used and not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to it therein.

1.1. "Administrative Claim" means a Claim against a Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration in the Chapter 11 Cases that is entitled to priority or superpriority under sections 364(c)(1), 503(b), 503(c), 507(b) or 1114(e)(2) of the Bankruptcy Code.

1.2. "Affiliate" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

1.3. "Allowed" means, with reference to a Claim, (i) a Claim against a Debtor that has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time, with the prior written consent of the First Lien Agent and Required Consenting Holders, 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) a Claim that has been timely filed by the applicable Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code or Final Order of the Bankruptcy Court a proof of claim is or shall not be required to be filed) and as to which (A) no objection to allowance or request for estimation has been timely interposed, (B) has not been withdrawn, or (C) the time for filing any such objection or request has expired, or (iii) any Claim expressly allowed by a Final Order or allowed under the Plan,

provided that any Claim that is allowed for the limited purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed" for the purpose of Distributions hereunder; and, provided, further, that an "Allowed" Claim shall not include, for purposes of calculating Distributions under the Plan, interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code, any applicable Final Order, or as otherwise expressly set forth in this Plan.

1.4. "Avoidance Action" means claims and Causes of Action under section 544, 547, 548, 549 550 and 553 of the Bankruptcy Code and other similar state law claims and causes of action.

1.5. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect or hereafter amended, as applicable to the Chapter 11 Cases.

1.6. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, or any other court with jurisdiction over the Chapter 11 Cases.

1.7. "Bankruptcy Rules" means, collectively, 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 the Chapter 11 Cases, and any Local Rules of the Bankruptcy Court.

1.8. "Brigade" means Brigade Capital Management, LLC.

1.9. "Brigade Director" has the meaning set forth in Section 5.8 herein.

1.10. "Business Day" means any day other than a Saturday, a Sunday, or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.11. "Cash" means legal tender of the United States of America and equivalents thereof.

1.12. "Cash True-Up Amount" has the meaning set forth in Section 4.4 herein.

1.13. "Cause(s) of Action" means any and all Claims, causes of action, controversies, obligations, suits, judgments, damages, demands, debts, rights, including, without limitation, preference actions, fraudulent conveyance actions and other claims or causes of action under sections 510, 544, 545, 546. 547, 548, 549, 550 and 553 of the Bankruptcy Code and other similar state law claims and causes of action, Liens, indemnities, guaranties, suits, liabilities, judgments, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, suspected or unsuspected, disputed or undisputed,

secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, arising in law, equity or pursuant to any other theory of law. For avoidance of doubt, Cause of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim; and (f) any claim listed in the Plan Supplement.

1.14. "Chapter 11 Cases" means the above-captioned, jointly administered cases for the Debtors under chapter 11 of the Bankruptcy Code.

1.15. "Claim" means a claim against any Debtor, whether or not asserted, as defined in section 101(5) of the Bankruptcy Code, including an Administrative Claim.

1.16. "Claims Bar Date" means, as applicable, (a) May 30, 2014 or (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for the filing of certain Claims.

1.17. "Class" means any group of Claims or Interests classified by the Plan, pursuant to section 1122(a)(1) of the Bankruptcy Code.

1.18. "Class 4 Equity Distribution" has the meaning set forth in Section 6.11 herein.

1.19. "Class 4 Cash Distribution" has the meaning set forth in Section 6.11 herein.

1.20. "Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

1.21. "Confirmation" means the occurrence of the Confirmation Date.

1.22. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

1.23. "Confirmation Hearing" means the hearing held by the Bankruptcy Court to consider confirmation of the Plan, as such hearing may be continued from time to time.

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

1.25. "Consenting Lenders" means the holders of the First Lien Claims that are parties to the PSA.

1.26. "Consenting Noteholders" means the holders of the Noteholder Claims that are parties to the PSA.

1.27. "Convenience Class Claim" means (a) a Deferred Acquisition Claim or an unsecured Claim other than a Noteholder Claim in an amount up to and including $125,000, or (b) a Deferred Acquisition Claim or an unsecured Claim other than a Noteholder Claim that is reduced to $125,000 in accordance with Section 4.4 of the Plan, to be treated in Class 6.

1.28. "Debtors" means Legend Parent, Inc., MModal Holdings, Inc., MModal Inc., Multimodal Technologies, LLC, MModal CB Inc., Poiesis Informatics, Inc., MModal MQ Inc., MModal Systems & Services Inc., Mirrus Systems Inc., MedQuist of Delaware, Inc., MModal IP LLC, MModal Services, Ltd., MedQuist CM LLC, and All Type Medical Transcription Services, Inc.

1.29. "Deferred Acquisition Claims" means any Claim by the sellers arising under the agreements listed on Schedule A to Exhibit A to the Plan Support Agreement.

1.30. "Definitive Documents" means the Disclosure Statement, the Plan, the New Corporate Governance Documents, the documents relating to the New Exit Facility, the New Term Loan Agreement, the New Warrant Agreements, the Shareholders' Agreement, any other documents comprising the Plan Supplement, the Confirmation Order and all related implementing documents, agreements, exhibits, annexes and schedules (as such documents may be amended, modified or supplemented from time to time in accordance with the terms hereof), reflecting the transactions embodied herein and otherwise which (1) with respect to all such Definitive Documents (other than the New Warrant Agreements and the Shareholders' Agreement) shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Holders, and (2) notwithstanding anything to the contrary in herein, with respect to the New Warrant Agreements and the Shareholders' Agreement, shall be in form and substance acceptable to the Required Consenting Holders in their respective good faith discretion.

1.31. "DIP Agent" means the agent under the DIP Facility.

1.32. "DIP Claim" means the "DIP Obligations" as such term is defined in the DIP Order.

1.33. "DIP Credit Agreement" means that certain senior secured super-priority debtor-in-possession Credit Agreement, dated as of May 7, 2014, among the Debtors, the DIP Agent, and the other DIP Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

1.34. "DIP Facility" means the debtor in possession financing facility approved by the Bankruptcy Court in the Chapter 11 Cases pursuant to the DIP Order.

1.35. "DIP Lender" means any party that is or becomes a lender under and as defined in, the DIP Credit Agreement.

1.36. "DIP Order" means the Final Order of the Bankruptcy Court, dated as of May 16, 2014 approving the DIP Facility.

1.37. "DIP Secured Parties" means, collectively, the "Secured Parties" as defined in the DIP Credit Agreement.

1.38. "Disbursing Agent" means any entity (including any applicable Debtor or Reorganized Debtor, if it acts in such capacity) in its capacity as a disbursing agent under Section 6.7 herein.

1.39. "Disclosure Statement" means the written disclosure statement that relates to the Plan, as approved by the Bankruptcy Court under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, as such disclosure statement may be amended, modified, or supplemented from time to time.

1.40. "Disputed Claim" means any Claim that has not been Allowed.

1.41. "Disputed Unsecured Reserve" has the meaning set forth in Section 6.11(a) herein.

1.42. "Distributable Assets" has the meaning set forth in Section 6.11(a) herein.

1.43. "Distribution" means a distribution in accordance with the terms of the Plan of: (a) Cash; (b) Reorganized Holdings Equity Interests; (c) the New Term Loan; and (d) New Warrants, as applicable.

1.44. "Distribution Record Date" means the date to be agreed among the Debtors and the Required Consenting Holders that is no later than two (2) Business Days before the Effective Date; provided, however, that the Distribution Record Date shall not apply to any publicly traded securities.

1.45. "Effective Date" means a day, as determined by the Debtors with the consent of the First Lien Agent and the Required Consenting Holders, that is the first Business Day on or after all conditions to the Effective Date have been satisfied, or waived by the Debtors, First Lien Agent and the Required Consenting Holders, as applicable, on the terms provided for in Section 9.4 of the Plan.

1.46. "Equity Interest" means any share of common stock, preferred stock membership interest, partnership interests or other instrument evidencing an ownership interest in a corporation, limited liability company or other entity, whether or not transferable, and any option, warrant or right, contractual or otherwise, to subscribe for or otherwise acquire any such interest in a Debtor or the right to demand the issuance of any such interest in any Debtor or stock in a Debtor (including redemption, conversion, exchange, voting, participation and dividend rights and liquidation

preferences) that existed immediately before the Effective Date; provided, however, that Equity Interest does not include any Intercompany Interest.

1.47. "Estate" means, as to each Debtor, the estate created for that Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.48. "Estimation Order" means any order of the Bankruptcy Court estimating for voting and/or Distribution purposes (under section 502(c) of the Bankruptcy Code) the Allowed amount of any Claim, including the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

1.49. "Excess Claims" has the meaning set forth in Section 4.4 herein.

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

1.51. "Exit Distribution" means the Cash Distribution of $8,814,840 in the aggregate to be paid on the Effective Date to holders of Claims in Classes 2 and 4.

1.52. "Exit Facility Lenders" means the applicable First Lien Secured Parties who become "Lenders" under, and as defined in, the New Term Loan Agreement, or if not in the New Term Loan Agreement, other definitive documentation for the New Exit Facility..

1.53. "Face Amount" means (a) when used in reference to a Disputed Claim, the full stated amount of the Claim asserted by the applicable holder of such Claim timely filed with the Bankruptcy Court (or such lesser estimated amount approved by order of the Bankruptcy Court), and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

1.54. "File," "Filed," or "Filing" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.55. "Final Order" means an order of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument, or rehearing sought shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; provided, however, that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable law, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.56. "First Lien Agent" means Royal Bank of Canada, in its capacity as administrative agent and/or collateral agent under the First Lien Facility, and any successor agent(s) appointed under, and in accordance with, the First Lien Credit Agreement.

1.57. "First Lien Claim" means any Claim under, or evidenced by, the First Lien Facility, including, without limitation, any Claim in respect of any "Obligations" as defined in the First Lien Credit Agreement.

1.58. "First Lien Credit Agreement" means that certain Credit Agreement dated as of August 17, 2012, among the Debtors, the First Lien Agent, and the other First Lien Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

1.59. "First Lien Facility" means collectively the First Lien Credit Agreement together with all other "Loan Documents" as defined in the First Lien Credit Agreement.

1.60. "First Lien Lenders" means, collectively, the "Lenders" as defined in the First Lien Credit Agreement.

1.61. "First Lien Secured Parties" means, collectively, the "Secured Parties" as defined in the First Lien Credit Agreement.

1.62. "General Unsecured Claim" means any Claim that is not an Administrative Claim, Priority Claim, Priority Tax Claim, DIP Claim, Professional Fee Claim, First Lien Claim, Other Secured Claim, a claim for U.S. Trustee Fees, Intercompany Claim, Subordinated Claim, or Convenience Class Claim, but includes Noteholder Claims and Deferred Acquisition Claims.

1.63. "Group Tax Returns" has the meaning set forth in Section 13.7(a) hereof.

1.64. "Holdings" means MModal Holdings Inc., a Delaware corporation and a Debtor.

1.65. "Holdings Equity Interests" means the prepetition Equity Interests in Holdings.

1.66. "Impaired" means, with reference to a Claim or Interest, that the treatment of such Claim or Interest under the Plan does not satisfy the requirements specified in either subsection 1124(1) or 1124(2) of the Bankruptcy Code.

1.67. "Indenture" means that certain Indenture, dated as of August 17, 2012, among the Debtors, the Indenture Trustee, and the Noteholders party thereto (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time).

1.68. "Indenture Trustee" means U.S. Bank National Association, in its capacity as trustee under the Indenture, or any successor trustee under, and in accordance with, the Indenture.

1.69. "Initial Unsecured Distribution Date" has the meaning set forth in Section 6.11(b) herein.

1.70. "Intercompany Claim" means any Claim by any Debtor against any other Debtor.

1.71. "Intercompany Interest" means an Equity Interest in a Debtor held by another Debtor.

1.72. "Interest" means, collectively, Equity Interests and Intercompany Interests.

1.73. "Management Stock Option Plan" means a management stock option plan that shall be adopted and implemented by the board of directors of Reorganized Holdings and a portion of the Reorganized Holdings Equity Interests shall be reserved for such plan in an aggregate amount of Reorganized Holdings Equity Interests to be agreed upon by the Debtors, the First Lien Agent and the Required Consenting Holders.

1.74. "New Corporate Governance Documents" means an amended and restated certificate of incorporation and bylaws of each of the Reorganized Debtors or, if such entity is not a corporation, analogous organizational documents, which shall be included in the Plan Supplement.

1.75. "New Exit Facility" means that certain new revolving line of credit to be provided to the Reorganized Debtors on the Effective Date, which may be provided under the terms of the New Term Loan Agreement (or, if not in the New Term Loan Agreement, other definitive documentation reasonably acceptable to the Required Consenting Holders and Exit Facility Lenders) and shall be senior to the New Term Loan.

1.76. "New Term Loan" means that certain $320 million principal post-Effective Date first priority secured term loan to be made pursuant to the New Term Loan Agreement, subordinated only to the New Exit Facility, with a non-default interest rate of LIBOR + 775 bps (with a 125bps LIBOR floor), call protection at 101/101/100, 2.5% annual amortization and a 75% excess Cash flow sweep (sweep counts toward the 2.5% amortization).

1.77. "New Term Loan Agreement" means that certain credit agreement (a substantially final form of which shall be included in the Plan Supplement) to be entered into on the Effective Date by and among one or more Reorganized Debtors, as borrower(s), and certain of the post-Effective Date direct and indirect subsidiaries of Reorganized Holdings, collectively as guarantors, the First Lien Agent, as administrative and collateral agent, and the Exit Facility Lenders, together with all amendments,

supplements, ancillary agreements, notes, pledges, collateral agreements and other documents related thereto, which shall be in form and substance reasonably satisfactory to the Debtors, the First Lien Agent and the Required Consenting Holders and shall provide for the New Term Loan and may provide for the New Exit Facility.

1.78. "New Term Loan Obligations" means all obligations and other liabilities owing at any time by the respective Reorganized Debtors to the "Secured Parties" as defined in the New Term Loan Agreement.

1.79. "New A Warrant Agreement" means the warrant agreement substantially in the form set forth in the Plan Supplement for the issuance of the New A Warrants.

1.80. "New A Warrants" means the new three (3) year A warrants to be issued in accordance with the New A Warrant Agreement, entitling their holders to convert the New A Warrants to 32.5% (subject to dilution by the issuance of equity under the Management Stock Option Plan and the New B Warrants) of Reorganized Holdings Equity Interests, at a time or times of each holder's choosing without pre-condition, at a strike price (either through a Cash or Cashless exercise) equal to a total equity value of Reorganized Holdings of $180 million, subject to the Warrant Adjustment, and such Warrants shall be subject to anti-dilution protection in favor of their holders on terms (notwithstanding anything to the contrary contained herein) acceptable to the Required Consenting Holders in their respective good faith discretion and set forth in the New A Warrant Agreement; provided that the New A Warrants will expire if not exercised upon consummation of a sale of all or substantially all of the assets of the Reorganized Debtors or a merger or other corporate combination, in each case where (i) the acquirer is a true third party and not an Affiliate of the Reorganized Debtors or any shareholder and (ii) all of the equity held by equity holders of the Reorganized Debtors (other than existing management) is extinguished or replaced by equity in a different entity (except where the equity interests in the Reorganized Debtors are replaced in a merger or other corporate combination with equity in the surviving company that represents more than fifty (50) percent of the total equity in the surviving company, in which case the New A Warrants shall not expire upon consummation of such transaction). For the avoidance of doubt, annexed hereto as Schedule A is an illustrative table setting forth the strike price and number of shares issuable upon exercise of the New Warrants based on sample amounts of the Warrant Adjustment.

1.81. "New B Warrant Agreement" means the warrant agreement substantially in the form set forth in the Plan Supplement for the issuance of the New B Warrants.

1.82. "New B Warrants" means the new three (3) year B warrants to be issued in accordance with the New B Warrant Agreement, entitling their holders to convert the New B Warrants to 30% (subject to dilution by the issuance of equity under the Management Stock Option Plan) of Reorganized Holdings Equity Interests, at a time or times of each holder's choosing without pre-condition, at a strike price (either through a Cash or Cashless exercise) equal to a total equity value of Reorganized Holdings of

$230 million (with the strike price of the New B Warrants, on a per share basis, and the number of shares issuable upon exercise of the New B Warrants, calculated as if the New A Warrants are exercised, which requires taking into account both the Cash proceeds received by, and the shares issued by, Reorganized Holdings in connection with the exercise of the New A Warrants), subject to the Warrant Adjustment, and such Warrants shall be subject to anti-dilution protection in favor of their holders on terms (notwithstanding anything to the contrary contained herein) acceptable to the Required Consenting Holders in their respective good faith discretion and set forth in the New B Warrant Agreement; provided that the New B Warrants will expire if not exercised upon consummation of a sale of all or substantially all of the assets of the Reorganized Debtors or a merger or other corporate combination, in each case where (i) the acquirer is a true third party and not an Affiliate of the Reorganized Debtors or any shareholder and (ii) all of the equity held by equity holders of the Reorganized Debtors (other than existing management) is extinguished or replaced by equity in a different entity (except where the equity interests in the Reorganized Debtors are replaced in a merger or other corporate combination with equity in the surviving company that represents more than fifty (50) percent of the total equity in the surviving company, in which case the New B Warrants shall not expire upon consummation of such transaction). For the avoidance of doubt, annexed hereto as Schedule A is an illustrative table setting forth the strike price and number of shares issuable upon exercise of the New Warrants based on sample amounts of the Warrant Adjustment.

1.83. "New Warrant Agreements" means the New A Warrant Agreement and the New Warrant B Agreement.

1.84. "New Warrants" means the New A Warrants and the New B Warrants.

1.85. "Noteholder" or "Noteholders" means a holder of the Notes or, collectively, the holders of the Notes.

1.86. "Noteholder Claim" means any Claim under, or evidenced by, the Indenture.

1.87. "Note(s)" means the 10.75% Senior Notes due 2020 issued under the Indenture.

1.88. "OEP Entities" means One Equity Partners V. L.P., OEP II Partners Co-Invest, L.P. and any other controlled Affiliates of OEP Holding Corporation that hold Equity Interests in any Debtor.

1.89. "Other Secured Claim" means any Secured Claim other than the First Lien Claims.

1.90. "Periodic Unsecured Distribution Date" has the meaning set forth in Section 6.11(c) herein.

1.91. "Person" means an individual, partnership, corporation, limited liability company, cooperative, trust, unincorporated organization, association, joint venture, government or agency or political subdivision thereof or any other form of legal entity.

1.92. "Petition Date" means March 20, 2014.

1.93. "Plan" or "Plan of Reorganization" means this first amended joint chapter 11 plan of reorganization, including the exhibits and Plan Supplements hereto, as the same may be amended or modified from time to time, in accordance with the Bankruptcy Code and the terms of this Plan.

1.94. "Plan Supplement" means the compilation(s) of documents, including any exhibits to the Plan not included herewith, that the Debtors may file with the Bankruptcy Court, including, without limitation, the following: (a) the identity of the members of the new board of directors of Reorganized Holdings and the nature and amount of compensation for any member of the new board who is an "insider" under section 101(31) of the Bankruptcy Code; (b) the Schedule of Rejected Contracts and Unexpired Leases; (c) the New Corporate Governance Documents; (d) the New Term Loan Agreement (which may include the New Exit Facility); (e) the Shareholders' Agreement; (f) the New Warrant Agreements; (g) the amount of equity reserve with respect to the Management Stock Option Plan; (h) if not in the form of the New Term Loan Agreement, any other definitive agreement providing for or relating to the New Exit Facility; (i) the Severance Program; and (j) a list of the Deferred Acquisition Claims. Unless a different approval standard or threshold is expressly provided for herein, the documents contained in the Plan Supplement shall be in form and substance reasonably acceptable to the Debtors, the First Lien Agent and the Required Consenting Holders.

1.95. "Priority Claim" means any Claim against any of the Debtors other than an Administrative Claim, Professional Fee Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.96. "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 that is due and payable on or before the Effective Date. Any Claims asserted by a governmental unit on account of penalties not on account of an actual pecuniary loss shall not constitute Priority Tax Claims.

1.97. "Professional" means any professional retained in the Chapter 11 Cases in accordance with an order of the Bankruptcy Court issued pursuant to sections 327, 328 or 1103 of the Bankruptcy Code or any professional or other Person seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

1.98. "Professional Fee Claim" means a Claim under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional for services rendered or expenses incurred in the Chapter 11 Cases.

1.99. "Pro Rata" means the proportion that (a) the Face Amount of a Claim in a particular Class or Classes (or portions thereof, as applicable) bears to (b) the aggregate Face Amount of all Claims (including Disputed Claims) in such Class or Classes (or portions thereof, as applicable), unless this Plan provides otherwise; provided, however, that the amount of any Class 4 Claim that receives Class 6 treatment pursuant to this Plan shall be excluded from the calculation of Pro Rata with respect to Class 4 Claims.

1.100. "PSA" or "Plan Support Agreement" means the Plan Support Agreement, dated as of April 1, 2014, among the Debtors, the First Lien Agent, the other First Lien Lenders party thereto, and the Consenting Noteholders, as amended pursuant to the *Order Authorizing the Debtors to Enter Into and Perform Under a Plan Support Agreement with Holders of the Majority of Claims Under the Debtors' First Lien Credit Agreement and the Majority of Claims Under the Indenture* [Dkt. No. 211], as the same may be amended from to time in accordance with its terms.

1.101. "Reinstated" means rendering a Claim or Interest Unimpaired in the manner chosen by the Debtors.

1.102. "Released Parties" means, collectively and individually, the Debtors, the OEP Entities any other past or present equityholders of any of the Debtors, the Reorganized Debtors, the Committee and its members (solely in their capacity as such), the First Lien Agent, the Consenting Lenders, the Indenture Trustee, the Consenting Noteholders, the DIP Secured Parties and any past or present Representatives of each of the foregoing (solely in their capacities as such).

1.103. "Reorganized Debtors" means the Debtors on and after the Effective Date.

1.104. "Reorganized Holdings" means Holdings or, if applicable, any successor or newly established corporation, partnership or limited liability company as set forth in the Plan Supplement, in either case from and after the Effective Date.

1.105. "Reorganized Holdings Equity Interests" means the common stock of Reorganized Holdings, par value $.01 per share, or other similar equity interest in Reorganized Holdings if Reorganized Holdings is not a corporation for state non-tax law purposes, issued on and after the Effective Date.

1.106. "Representatives" means, with respect to any entity and its Affiliates, such entity's or Affiliates' respective Affiliates, predecessors, successors, and assigns (whether by operation of law or otherwise), and with respect to any of the foregoing any officers, directors, employees, subsidiaries, members, partners, managers, attorneys, advisors, investment bankers, financial advisors, accountants or other professional of such entity or Affiliate, in each case in such capacity.

1.107. "Required Consenting First Lien Lenders" shall mean "Required Consenting Lenders" as defined in the PSA.

1.108. "Required Consenting Holders" means the Required Consenting First Lien Lenders and the Required Consenting Noteholders.

1.109. "Required Consenting Noteholders" shall have the meaning assigned to it in the PSA.

1.110. "Schedule of Rejected Executory Contracts and Unexpired Leases" has the meaning set forth in Section 8.1 herein.

1.111. "Schedules" means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, as such schedules and statements have been or may be supplemented or amended from time to time with the prior written consent of the First Lien Agent and the Required Consenting Holders.

1.112. "Secured Claim" means a Claim, the amount of which (i) has been determined by a Final Order to be secured pursuant to section 506(a) and, if applicable, section 1111 of the Bankruptcy Code, or (ii) in the absence of such Final Order, has been agreed by the Debtors to be secured with the prior written consent of the First Lien Agent and the Required Consenting Holders.

1.113. "Severance Program" has the meaning set forth in Section 8.5(b).

1.114. "Shareholders' Agreement" means an agreement, including any limited liability company agreement, among all holders of the Reorganized Holdings Equity Interests as of the Effective Date, which agreement shall contain or provide for such terms, rights and obligations (notwithstanding anything to the contrary contained herein) acceptable to the Required Consenting Holders in their respective good faith discretion, which shall be filed in the Plan Supplement.

1.115. "Subordinated Claim" means a Claim that is subject to subordination under sections 510(b) or 510(c) of the Bankruptcy Code. For the avoidance of doubt, Subordinated Claims do not include Deferred Acquisition Claims.

1.116. "Total Liquidity" means, as of any date of determination, the sum of (i) on a consolidated basis, all Cash and Cash equivalents of any kind of any of the Debtors as of such date of determination plus $3.0 million (excluding, for the avoidance of doubt, any Cash and Cash equivalents of the foreign subsidiaries of the Debtors) and (ii) undrawn principal amount of the New Exit Facility as of such date of determination.

1.117. "True-Up Reserve Cash" has the meaning set forth in Section 6.11 herein.

1.118. "U.S. Trustee Fees" means fees arising under 28 U.S.C. § 1930(a)(6) and accrued interest thereon, if any, arising under 31 U.S.C. § 3717.

1.119. "Unclaimed Property" means any (i) Reorganized Holdings Equity Interests, (ii) New Warrants or (iii) Cash unclaimed on or after the Effective Date or a

date on which a Distribution would have been made in respect of the relevant Allowed Claim. Unclaimed Property shall include: (a) checks (and the funds represented thereby) and other property mailed to a Claim holder's address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) not mailed or delivered because no Claim holder's address to mail or deliver such property to was available.

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

1.121. "Unimpaired" means, with reference to a Claim or Interest, that the treatment of such Claim or Interest under the Plan satisfies the requirements specified in either subsection 1124(1) or 1124(2) of the Bankruptcy Code.

1.122. "Warrant Adjustment" means the downward adjustment, if any, of the strike price of the New Warrants on a dollar for dollar basis that equals the amount by which the Total Liquidity is less than the aggregate commitment under the New Exit Facility, but not exceeding an aggregate maximum amount of $8,814,840. The Warrant Adjustment shall be calculated as of the Effective Date based on the sources and uses as of such date; provided that any uses shall be at emergence and shall include all payments contemplated under the Plan made on or, to the extent provided in the Plan, after the Effective Date), including but not limited to all Administrative Claims, Priority Claims, Professional Fee Claims and all expenses relating to the Chapter 11 Cases or the transactions contemplated by the Plan (including any professional fee or expense holdbacks and/or restructuring, completion or other similar fees), all Distributions of Cash (including, for the avoidance of doubt, the Exit Distribution) to First Lien Secured Parties, Noteholders, General Unsecured Claims and Convenience Class Claims, payments under any key employee incentive plan approved by the Bankruptcy Court, and consented to by the Required Consenting Holders, New Exit Facility fees and related expenses, and repayment of the DIP Facility, but notwithstanding anything to the contrary in the foregoing, shall not include in any event payments with respect to any post-petition ordinary course trade payables outstanding as of the Effective Date.

1.123. "WSD Procedures Motion" has the meaning set forth in Section 13.5.

B. RULES OF INTERPRETATION; APPLICATION OF DEFINITIONS AND RULES OF CONSTRUCTION.

For purposes of the Plan, unless otherwise provided herein: (i) unless inappropriate based on the context in which a term is used, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (ii) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan or Confirmation Order or the terms of such document; (iii) any reference to a Person includes that Person's successors, assigns and Affiliates; (iv) all references in the Plan to Articles, Sections and exhibits are references to

Sections and exhibits of or to the Plan; (v) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (vi) captions and headings sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (vii) subject to the provisions of any contract, certificate of incorporation, by-laws, similar constituent document, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; (viii) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation;" (ix) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (x) any Distributions made on account of any Claim shall only be on account of Allowed Claims notwithstanding the use or not of the word "Allowed" before such Claim; and (xi) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

C. APPENDICES AND PLAN DOCUMENTS.

The Plan Supplement and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Interests may inspect a copy of such documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of such documents at the website of the Debtors' claims and noticing agent, Prime Clerk LLC, at http://cases/primeclerk.com/mmodal.

SECTION 2. ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS

2.1. No Classification of Administrative Claims, DIP Claims, Professional Fee Claims and Priority Tax Claims.

Administrative Claims, DIP Claims, Professional Fee Claims and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Section 3 of the Plan in accordance with section 1123(a)(l) of the Bankruptcy Code.

2.2. U.S. Trustee Fees.

On or before the Effective Date, the Debtors shall pay all U.S. Trustee Fees in full in Cash. Any U.S. Trustee Fees due after the Effective Date shall be paid by the Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Chapter 11 Case, or a Bankruptcy Court order converting or dismissing the applicable Chapter 11 Case. Any deadline for filing Administrative Claims or Professional Fee Claims shall not apply to claims for U.S. Trustee Fees.

2.3. Administrative Claims.

Except with respect to Administrative Claims that are Professional Fee Claims and except to the extent that a holder of an Allowed Administrative Claim has been paid by the Debtors prior to the Effective Date or agrees to a less favorable or equal, but different, treatment, each

holder of an Allowed Administrative Claim shall be paid, in full satisfaction, settlement and release of such Allowed Administrative Claim, Cash in an amount equal to the amount of such Allowed Administrative Claim on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, (ii) the first Business Day after the date such Administrative Claim becomes Allowed or (iii) the date such Allowed Administrative Claim becomes due and payable or as soon thereafter as is practicable; provided, however, that Allowed Administrative Claims incurred in the ordinary course of business, at the option of the Reorganized Debtors, shall be paid in full in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

2.4. Professional Fee Claims.

The holders of Professional Fee Claims may file their respective final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred from and after the Petition Date through the Effective Date by no later than the date that is forty-five (45) days after the Effective Date, or such other date that may be fixed by the Bankruptcy Court. Allowed Professional Fee Claims shall be paid in full in Cash by Reorganized Holdings either (a) within five (5) Business Days of the date such Professional Fee Claim is approved by a Final Order issued by the Bankruptcy Court, or (b) upon such other terms as may be mutually agreed upon by such holder of an Allowed Professional Fee Claim and the Reorganized Debtors. Professionals shall not be required to seek Bankruptcy Court approval of any fees and expenses incurred after the Effective Date in connection with the Debtors, Reorganized Debtors or the Chapter 11 Cases. Failure to file a final fee application by the deadline set forth above shall result in the relevant Professional Fee Claim being forever barred and disallowed. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtors and the requesting party no later than 75 days after the Effective Date.

2.5. Priority Tax Claims.

(a) Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, discharge and release of its Allowed Priority Tax Claim, at the election of the Debtors with the consent of the Required Consenting Holders, (i) Cash in an amount equal to the amount of such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of the (a) Effective Date or (b) first Business Day after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (ii) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years after the date of assessment of such Allowed Priority Tax Claim. The Reorganized Debtors shall have the right to prepay an Allowed Priority Tax Claim at any time under this option. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as such obligations become due.

(b) No holder of an Allowed Priority Tax Claim shall be entitled to receive any payment on account of any penalty not representing compensation of an actual

pecuniary loss arising with respect to or in connection with such Allowed Priority Tax Claim. Any such Claim or demand for any such penalty shall be deemed disallowed and expunged. The holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Debtors, the Reorganized Debtors, or their property.

2.6. DIP Claims.

Except as otherwise agreed to by the Debtors, the DIP Agent, the "Required Lenders" under, and as defined in, the DIP Credit Agreement and the Required Consenting Holders, on the Effective Date, all DIP Claims shall be paid in full in Cash, and upon such payment, all of the Debtors' respective outstanding obligations, liabilities and indebtedness in respect of the DIP Facility and all liens and security interests securing the same shall be satisfied, discharged, and terminated in full, and the Debtors shall have no further obligations, liabilities or indebtedness under the DIP Facility or any documents relating thereto, in each case, other than any obligations that may survive termination or maturity of the DIP Facility in accordance with its terms.

SECTION 3. CLASSIFICATION OF CLAIMS AND INTERESTS

3.1. General Rules of Classification.

The following table designates the Classes of Claims against and Interests in the Debtors, for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The following table specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept or reject the Plan, and (iii) deemed to accept or reject the Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class; provided, however, that any Claim classified in Class 6 shall not be classified in any other Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date.

Class	Claim Designation	Treatment	Entitled to Vote
1.	Priority Claims	Unimpaired	No (deemed to accept)
2.	First Lien Claims	Impaired	Yes
3.	Other Secured Claims	Unimpaired	No (deemed to accept)
4.	General Unsecured Claims (including Noteholder Claims)	Impaired	Yes
5.	Subordinated Claims	Impaired	No (deemed to reject)

6.	Convenience Class Claims	Unimpaired	No (deemed to accept)
7.	Intercompany Claims	Impaired	No (deemed to reject)
8.	Intercompany Interests	Unimpaired	No (deemed to accept)
9.	Holdings Equity Interests	Impaired	No (deemed to reject)

3.2. Separate Classification of Each Debtor's Claims.

Claims against each individual Debtor have been classified together for purposes of describing treatment under the Plan. Solely to the extent required to support Confirmation of the Plan in the absence of consolidation provided for in Section 5.11 of the Plan, each Class of Claims against or Interests in a Debtor shall be treated as being in a separate sub-Class for each Debtor for the purpose of voting on the Plan.

3.3. Elimination of Vacant Classes.

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

3.4. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

The Debtors reserve the right, in consultation with the First Lien Agent and Required Consenting Holders, to seek confirmation for the applicable Debtors pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

3.5. Subordinated Claims.

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

3.6. Voting Classes.

If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims in such Class.

SECTION 4. TREATMENT OF CLAIMS AND INTERESTS

Except as otherwise specified in the Plan, all Distributions will be made on the Effective Date or as soon thereafter as reasonably practical.

4.1. Priority Claims (Class 1).

Class 1 comprises the Priority Claims against the Debtors. Except to the extent that a holder of an Allowed Priority Claim agrees to a less favorable treatment, each holder of an Allowed Priority Claim shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for such Priority Claim, Cash in the full amount of such Allowed Priority Claim on the Effective Date or, if later, the first Business Day after the date such Priority Claim becomes Allowed.

Class 1 is Unimpaired. Each holder of an Allowed Priority Claim in Class 1 is conclusively presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

4.2. First Lien Claims (Class 2).

Class 2 comprises the First Lien Claims against the Debtors. The First Lien Claims as of the Petition Date shall be Allowed in the aggregate amount of $507,680,532.71. On the Effective Date, each holder of a First Lien Claim shall receive in full satisfaction and release of such holder's First Lien Claim, such holder's Pro Rata share of (i) the New Term Loan; (ii) ninety-three (93) percent of Reorganized Holdings Equity Interests, subject to dilution solely on account of the New Warrants and Management Stock Option Plan; and (iii) $8,197,801 in Cash.

Class 2 is Impaired. Each holder of an Allowed First Lien Claim in Class 2 is entitled to vote to accept or reject the Plan.

4.3. Other Secured Claims (Class 3).

Class 3 comprises the Other Secured Claims against the Debtors. Unless a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Other Secured Claim, on the Effective Date, each Allowed Other Secured Claim shall be Reinstated, or, at the option of the Debtors or the Reorganized Debtors with the consent of the Required Consenting Holders, each holder of an Allowed Other Secured Claim shall receive, either (i) Cash in the full amount of such Allowed Other Secured Claim, including any postpetition interest Allowed pursuant to section 506(b) of the Bankruptcy Code, (ii) the net proceeds of the sale or disposition of the collateral securing such Allowed Other Secured Claim to the extent of the value of the holder's secured interest in such collateral, (iii) the collateral securing such Allowed Other Secured

Claim, or (iv) such other Distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code on account of such Allowed Other Secured Claim.

Class 3 is Unimpaired. Each holder of an Allowed Other Secured Claim in Class 3 is conclusively presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

4.4. General Unsecured Claims (Class 4).

Class 4 comprises the Allowed General Unsecured Claims against the Debtors, including Noteholder Claims. Noteholder Claims as of the Petition Date shall be Allowed in the aggregate amount of $265,975,694.44. On the Effective Date, each creditor holding an Allowed General Unsecured Claim and that has not elected to reduce its Claim to $125,000 and receive Distributions as if the Claim is a Class 6 Claim shall receive in full satisfaction and release of such Claim, such holder's Pro Rata share of: (i) seven (7) percent of Reorganized Holdings Equity Interests subject to dilution solely on account of the New Warrants and Management Stock Option Plan; (ii) the New A Warrants and New B Warrants; and (iii) $617,039 in Cash; provided, however, that holders of Allowed General Unsecured Claims other than a Noteholder Claim may elect to receive, in lieu of the foregoing consideration, Cash in an amount equal to 3.4% of such creditor's General Unsecured Claim.

Each holder of a Class 4 Claim that is not a Noteholder shall be permitted to reduce its Claim to $125,000 and receive, in lieu of the Distribution provided to holders of Class 4 Claims, Distribution as if the Claim is a Class 6 Claim.

To the extent that aggregate amount of Claims in Class 4 includes, in addition to Noteholder Claims, Allowed General Unsecured Claims (for avoidance of doubt, Convenience Class Claims and/or Class 5 Claims that have not been reclassified as Class 4 Claims shall not constitute General Unsecured Claims) (any reclassified Class 5 Claims and other General Unsecured Claims in Class 4 that are not treated as Convenience Class Claims, the "Excess Claims"), the aggregate available Distribution to Allowed Class 4 Claims shall be increased by a Cash amount equal to 3.4% of Excess Claims, which percentage reflects the midpoint recovery percentage of the holders of Noteholder Claims, such that the Distribution to holders of Allowed Class 4 Claims (calculated without giving effect to the inclusion of Excess Claims in Class 4) shall not be diluted by the inclusion of the Excess Claims in Class 4 (such amount, the "Cash True-Up Amount").

Class 4 is Impaired. Each holder of an Allowed General Unsecured Claim in Class 4, including Allowed Noteholder Claims, is entitled to vote to accept or reject the Plan.

4.5. Subordinated Claims (Class 5).

Class 5 comprises the Subordinated Claims against the Debtors. Each holder of a Subordinated Claim shall receive no Distribution. To the extent that the Bankruptcy Court holds that any Subordinated Claim included by the Debtors in this Class is not subject to subordination pursuant to section 510(b) or 510(c) of the Bankruptcy Code, such Claim shall automatically be deemed (i) a Class 4 Claim if the amount of such Claim is in excess of $125,000 or (ii) a Class 6 Claim if the amount of such Claim is equal to or less than $125,000 and shall receive Distribution as such.

Class 5 is Impaired. Each holder of a Subordinated Claim in Class 5 is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

4.6. Convenience Class Claims (Class 6).

Class 6 comprises the Convenience Class Claims against the Debtors. Each holder of a Convenience Class Claim will receive payment in full and in Cash on or as soon as reasonably practicable after the Effective Date in an amount not to exceed $125,000.

The Convenience Claims are Unimpaired. Each holder of an Allowed Convenience Class Claim in Class 6 is conclusively presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

4.7. Intercompany Claims (Class 7).

Class 7 comprises the prepetition Intercompany Claims. On the Effective Date, at the Debtors' option, but in each case subject to the prior written consent of the First Lien Agent and the Required Consenting Holders, each Intercompany Claim shall either be (i) cancelled (or otherwise eliminated) and receive no Distribution under the Plan or (ii) Reinstated.

Class 7 is Impaired. Each holder of an Intercompany Claim in Class 7 is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

4.8. Intercompany Interests (Class 8).

Class 8 comprises the Intercompany Interests. On the Effective Date, Class 8 Intercompany Interests shall be Reinstated.

Class 8 is Unimpaired. Each holder of an Allowed Intercompany Interest in Class 8 is conclusively presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

4.9. Holdings Equity Interests (Class 9).

Class 9 comprises the Equity Interests in Holdings. Each holder of a Holdings Equity Interest shall receive no Distribution on account of such Equity Interest. All Holdings Equity Interests shall be deemed cancelled as of the Effective Date.

Class 9 is Impaired. Each holder of a prepetition Holdings Equity Interest is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

SECTION 5. MEANS FOR IMPLEMENTATION

5.1. Restructuring Transactions.

(a) On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions:

(1) all Holdings Equity Interests shall be cancelled, and, subject to Section 5.1(b) below, Reorganized Holdings shall issue (i) ninety-three (93)

percent of the Reorganized Holdings Equity Interests Pro Rata to the holders of Allowed First Lien Claims and (ii) seven (7) percent of the Reorganized Holdings Equity Interests Pro Rata to the holders of Allowed General Unsecured Claims, subject in each case to dilution by the New Warrants and Reorganized Holdings Equity Interests issued pursuant to the Management Stock Option Plan;

(2) Reorganized Holdings shall issue to the holders of the Allowed General Unsecured Claims the New Warrants in accordance with the terms and conditions of the New Warrant Agreements;

(3) each book-entry form or certificate representing share(s) of Reorganized Holdings Equity Interests shall bear a legend indicating that the Reorganized Holdings Equity Interests are subject to the terms and conditions of the New Corporate Governance Documents and/or the Shareholders' Agreement, as applicable;

(4) subject to Section 5.1(b) below, (i) Reorganized Holdings shall continue to own, directly or indirectly, the Equity Interests in its remaining subsidiaries, and (ii) except as otherwise provided herein, the property of each Debtor's Estate shall vest in the applicable Reorganized Debtor free and clear of all liens, Claims, encumbrances and Interests;

(5) Reorganized Debtors shall incur the New Term Loan Obligations, including the funding of the New Exit Facility; and

(6) the releases, exculpations and injunctions provided for herein, which are an essential element of Debtors' restructuring transactions, shall become effective.

(b) In addition to, or instead of the foregoing transactions, the Debtors, subject to the prior written consent of the First Lien Agent and the Required Consenting Holders, may, and at the direction of the First Lien Agent and the Required Consenting Holders, shall, cause any of the Debtors or the Reorganized Debtors to engage in additional corporate restructuring transactions necessary or appropriate for the purposes of implementing the Plan, including, without limitation, converting corporate entities into limited liability companies, forming new entities within the corporate organizational structure of the Debtors or Reorganized Debtors, cancelling the existing equity at another of the Debtor entities and issuing new equity therefrom, merging, dissolving, or transferring assets between or among the Debtors and the Reorganized Debtors, including Reorganized Holdings.

5.2. Corporate Governance.

On the Effective Date, Reorganized Holdings shall adopt the New Corporate Governance Documents in form and substance acceptable to the Required Consenting Holders. The certificates of incorporation and bylaws or other organizational documents of the subsidiaries of Reorganized Holdings, as of the Effective Date, shall be amended and restated or otherwise

modified to be consistent in substance with the New Corporate Governance Documents and otherwise reasonably acceptable to the Required Consenting Holders.

5.3. Shareholders' Agreement; New Warrant Agreements.

The Required Consenting Holders, in their reasonable discretion, may determine to set forth certain rights and obligations concerning the Reorganized Holdings Equity Interests in the Shareholders' Agreement (which, for the avoidance of doubt, might be a limited company liability agreement), in lieu of providing such rights and obligations in the New Corporate Governance Documents, in which case such Shareholders' Agreement, if any, shall become effective by Reorganized Holdings as of the Effective Date and be binding on all holders of Reorganized Holdings Equity Interests; provided that each recipient of Reorganized Holdings Equity Interests must sign the Shareholders' Agreement prior to receiving any Reorganized Holdings Equity Interests. Each holder of Reorganized Holdings Equity Interests shall be deemed to be bound to the terms of the Shareholders' Agreement from and after the Effective Date even if not a signatory thereto. To the extent that within six (6) months of the Effective Date, any Reorganized Holdings Equity Interests are not distributed to holders of Allowed Claims in Class 2 or Class 4 as a result of such holder failing to sign the Shareholders' Agreement, such Reorganized Holdings Equity Interests shall be treated as Unclaimed Property in accordance with Section 6.9 of this Plan.

Each holder of the New Warrants shall be required to sign the applicable New Warrant Agreement as a condition to the issuance of the New Warrants. To the extent that within six (6) months of the Effective Date, any New Warrants are not issued to holders of Allowed Claims in Class 4 as a result of such holder failing to sign the applicable New Warrant Agreement, such New Warrants shall be treated as Unclaimed Property in accordance with Section 6.9 of this Plan.

5.4. Corporate Action.

(a) Upon the Effective Date, all matters provided herein that would otherwise require approval of the members, managers, stockholders or directors of one or more of the Debtors or Reorganized Debtors, including, without limitation, (i) adoption or assumption, as applicable, of any Executory Contracts or Unexpired Leases, (ii) selection of the managers, directors and officers, as appropriate, for the Reorganized Debtors, (iii) the Distribution of the Reorganized Holdings Equity Interests and the New Warrants, and (iv) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date) shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation or other applicable law of the states in which the Debtors and the Reorganized Debtors are organized, including, without limitation, Section 303 of the Delaware General Corporation Law, without any requirement of further action by the members, managers, stockholders or directors of the Debtors or the Reorganized Debtors.

(b) On or (as applicable) prior to the Effective Date, the appropriate officers of each respective Debtor or Reorganized Debtor (including, any vice-president, president, chief executive officer, treasurer or chief financial officer of any of the foregoing), as applicable, shall be authorized and directed to issue, execute and deliver the agreements,

documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtor or Reorganized Debtor, including (i) the organizational documents of the applicable Reorganized Debtor, which shall include, to the extent required by section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, and (ii) any and all other agreements, documents, securities and instruments relating to the foregoing. The secretary or assistant secretary of the appropriate Debtor or Reorganized Debtor, as applicable, shall be authorized to certify or attest to any of the foregoing actions. The authorizations and approvals contemplated by this Section shall be effective notwithstanding any requirements under nonbankruptcy law.

5.5. Continued Corporate Existence of Reorganized Debtors.

Except as provided for herein (including with respect to the Debtors' right or obligation to cause any of the Debtors to engage in additional corporate restructuring transactions necessary or appropriate for the purposes of implementing the Plan pursuant to Section 5.1 hereof), each of the Reorganized Debtors shall continue to exist after the Effective Date with all powers of a corporation or other legal entity, as applicable, under the applicable state laws and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable law. The Reorganized Debtors, as applicable, may pay fees and expenses of their professionals incurred after the Effective Date in the ordinary course of business without the need for Bankruptcy Court approval.

The Reorganized Debtors shall be responsible for all claims administration with respect to all Claims for which final Distributions are not made on the Effective Date. Except as otherwise set forth herein, all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Claims and Allowed Other Secured Claims (if paid in Cash) against any Debtor shall be paid by the Reorganized Debtor that is the successor to the Debtor that is the obligor with respect to such Allowed Claim.

5.6. Payment of Certain Fees and Expenses.

Notwithstanding any provision in the Plan to the contrary, on the Effective Date or as soon thereafter as agreed to by the Debtors, the First Lien Agent and the Required Consenting Holders, the Debtors shall promptly pay in full in Cash (1) the reasonable, fees and out-of-pocket expenses incurred by the First Lien Agent, including payment of the accrued, unpaid reasonable, invoiced fees and out-of-pocket expenses incurred by the professionals retained by the First Lien Agent, Latham & Watkins and Houlihan Lokey, (2) up to $25,000 per Consenting Lender of the reasonable, invoiced fees and out-of-pocket expenses incurred by any other legal counsel to such First Lien Lender (other than Latham &Watkins LLP) in its respective capacity as such, (3) the accrued, unpaid, reasonable, invoiced fees and out-of-pocket expenses incurred by the professionals retained by the Consenting Noteholders, Blackstone Advisory Partners L.P., and Akin Gump Strauss Hauer & Feld LLP in their respective capacities as such through the Effective Date, (4) the reasonable, invoiced fees and out-of-pocket expenses incurred by the Indenture Trustee (including any unpaid trustee fees under the Indenture and the reasonable and invoiced fees and out-of-pocket expenses of counsel to the Indenture Trustee), in each case, without the need of such parties to file fee applications with the Bankruptcy Court; provided that

each party and its counsel shall provide the Debtors and Committee counsel with summary invoices (redacted for any potentially privileged material) (or such other documentation as the Debtors or another of such parties may reasonably request) for which it seeks payment on or before the Effective Date and provided that the Debtors and the Committee have no objection to such fees, such fees shall be paid within five (5) Business Days following the Effective Date. To the extent that the Debtors object to any of the fees and expenses of the parties listed in (1)-(4) above, the Debtors shall not be required to pay any disputed portion of such fees and expenses until a resolution of such objection is agreed to by the Debtors and such party, or an order of the Bankruptcy Court upon a motion by such party.

5.7. Cancellation of Agreements and Securities.

Except (i) for purposes of evidencing a right to a Distribution under the Plan, (ii) with respect to Executory Contracts or Unexpired Leases assumed by the Debtors, or (iii) as otherwise provided herein, all the agreements and other documents evidencing the Claims, Interests or rights of any holder of an Impaired Claim or prepetition Interest under the Plan shall be cancelled on the Effective Date; provided, however, that notwithstanding Confirmation or the occurrence of the Effective Date any such indenture or agreement that governs the rights of the holder of a Claim, including the First Lien Credit Agreement and the Indenture which shall continue in effect solely for the purposes of (a) with respect to the First Lien Credit Agreement, any obligations thereunder governing the relationship between the First Lien Agent and the First Lien Lenders (including, but not limited to those provisions relating to the First Lien Agent's rights to expense reimbursement, indemnification and similar amounts) or that may survive termination or maturity of the First Lien Facility in accordance with the terms thereof, and (b) with respect to the Indenture, any obligations governing the relationship between the Indenture Trustee and the Noteholders (including but not limited to those provisions relating to the Indenture Trustee's rights to expense reimbursement, indemnification and similar amounts) or that may survive termination or maturity of the Indenture, and with respect to both the First Lien Credit Agreement and the Indenture, (x) allowing holders of the First Lien Claims and Noteholder Claims, respectively to receive Distributions under the Plan, (y) allowing the First Lien Agent and the Indenture Trustee, respectively to make Distributions under the Plan to the extent provided herein, and (z) allowing the First Lien Agent and Indenture Trustee to seek compensation and/or reimbursement of reasonable fees and expenses in accordance with the terms of the First Lien Credit Agreement and the Indenture, respectively, and this Plan, including, without limitation, through the exercise of any charging lien; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Debtors, except to the extent set forth in or provided for under this Plan. On and after the Effective Date, all duties and responsibilities of the First Lien Agent and the Indenture Trustee under the First Lien Credit Agreement and the Indenture, respectively, shall be discharged except to the extent required in order to effectuate the Plan.

5.8. Directors and Officers of Reorganized Debtors.

On the Effective Date, the term of each member of the current board of directors of each Debtor shall automatically expire. Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the initial officers of each of the

Reorganized Debtors will consist of the officers of such Debtor immediately prior to the Effective Date and the initial board of directors of each of the Reorganized Debtors will consist of Holdings' Chief Executive Officer, three (3) members selected by the "Required Lenders" (as defined in the First Lien Credit Agreement) (and a simple majority of the Reorganized Holdings' shareholders shall select these three (3) directors at any election occurring after the Effective Date or to fill any vacancy in these director positions) and one (1) member selected by Brigade (the "Brigade Director"). The Consenting Noteholders, to the extent they are also First Lien Lenders and in their capacity as First Lien Lenders, shall be entitled to full participation in the process of selecting the three (3) members of the initial boards of each of the Reorganized Debtors to be chosen by the First Lien Lenders including, the right to nominate candidates for such board positions. For purposes of subsequent board elections following the Effective Date, the Parties will agree in the Shareholders' Agreement or a voting agreement to vote their shares of Reorganized Holdings Equity Interests to ensure that (a) the Brigade Director (or a replacement proposed by Brigade) is re-elected to the boards and (b) the Chief Executive Officer of Reorganized Holdings is re-elected to the boards of directors. Brigade's right to select the Brigade Director shall not be assignable. If, at any time after the Effective Date, funds affiliated with, funds managed or otherwise controlled by, and accounts advised or sub-advised by, Brigade hold less than twenty percent (20%) of the Reorganized Holdings Equity Interests in the aggregate, Brigade shall no longer have the right to select the Brigade Director, and the Brigade Director shall be selected by a simple majority of Reorganized Holdings' shareholders.

5.9. Obligations to Insure and Indemnify Prepetition and Postpetition Directors, Officers and Employees.

Any and all directors and officers liability and fiduciary (including ERISA) insurance or tail policies in existence as of the Effective Date shall be reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed or assumed and assigned by the applicable Debtor or Reorganized Debtor, pursuant to section 365 of the Bankruptcy Code and the Plan. Each insurance carrier under such policies shall continue to honor and administer the policies with respect to the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors prior to the Effective Date.

The obligations of each Debtor or Reorganized Debtor to indemnify any person who is serving or served as one of its directors, officers or employees on or as of the Petition Date by reason of such person's prior or future service in such a capacity or as a director, officer or employee of another corporation, partnership or other legal entity, to the extent provided in the applicable certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with such Debtor, will be deemed and treated as executory contracts that are assumed by the applicable Debtor or Reorganized Debtor pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification obligations will survive and be unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before, on, or after the Petition Date.

5.10. Sources of Consideration for Plan Distributions.

Except as otherwise provided in the Plan or the Confirmation Order, all funds necessary to make Distributions pursuant to the Plan shall be obtained from the Cash balances of the Debtors or the Reorganized Debtors on the Effective Date or such subsequent dates on which Distributions are payable and loan proceeds from the New Exit Facility.

5.11. Limited Substantive Consolidation for Voting and Distribution.

The Debtors shall be substantively consolidated for the limited purposes of voting on the Plan and Distributions provided for under the Plan as provided herein. The Debtors shall not be substantively consolidated for any other purpose. The Plan shall serve as, and shall be deemed to be, a motion for the substantive consolidation to the extent provided for in this Section. Consolidation pursuant to this Section 5.11 shall not affect: (i) the legal and corporate structures of the Debtors; (ii) pre- and post-Effective Date guarantees, liens and security interests that are required to be maintained (a) in connection with contracts or leases that were entered into during the Chapter 11 Cases or Executory Contracts and Unexpired Leases that have been or will be assumed by the Debtors or (b) pursuant to the Plan (including with respect to Reinstated Claims); (iii) Intercompany Interests; (iv) distributions from any insurance policies or proceeds of such policies; or (v) the revesting of assets in the separate Reorganized Debtors. In addition, such consolidation shall not constitute a waiver of the mutuality requirement for setoff under section 553 of the Bankruptcy Code.

In the event that the Bankruptcy Court does not order limited substantive consolidation of the Debtors, then except as specifically set forth in this Plan: (1) nothing in this Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that one of the Debtors is subject to or liable for any Claim against any other Debtor; (2) Claims against multiple Debtors shall be treated as separate Claims with respect to each Debtor's Estate for all purposes (including distributions and voting), and such Claims shall be administered as provided in this Plan; (3) the Debtors shall not be required to, re-solicit votes with respect to this Plan, nor will the failure of the Bankruptcy Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in this Plan; and (4) the Debtors may File subplans with terms substantially consistent in all applicable respects with the terms of this Plan, and the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each subplan; provided that a Holder's (a) vote to accept or reject this Plan; (b) presumed acceptance of this Plan pursuant to section 1126(f) of the Bankruptcy Code; or (c) deemed rejection of this Plan pursuant to section 1126(g) may be deemed a vote to accept or reject an applicable subplan (as the case may be) to the extent that such subplan does not provide such holder with less favorable treatment than such holder would have received if the Bankruptcy Court had ordered limited substantive consolidation as set forth herein. The Debtors' inability to confirm any subplan or the Debtors' election to withdraw any subplan shall not impair the confirmation of any other subplan or the consummation of any such subplan.

5.12. Administrative Claims Bar Date.

Except as otherwise provided in Section 2 hereof, unless previously filed, requests for payment of Administrative Claims must be filed and served pursuant to the procedures specified

in the Confirmation Order and the notice of entry of the Confirmation Order no later than 60 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party no later than 90 days after the Effective Date. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including, without limitation, all Claims held by the First Lien Secured Parties and the DIP Secured Parties pursuant to the DIP Order, by any party to an executory contract that is not rejected under this Plan or any other trade creditor or customer of the Debtors whose claim is on account of ordinary course of business goods or services provided to the Debtors in these Chapter 11 Cases and all Claims Allowed under this Plan. For the avoidance of doubt, Administrative Claims related to breach of contract, tort or any other Claim not related to amount due and payable in the ordinary course of business and pursuant to ordinary trade terms held by any party, including, parties to any Executory Contract or Unexpired Lease that is not rejected by the Debtors, or any trade creditor or customer, must be filed by the Administrative Claims Bar Date set forth in this Section 5.12.

5.13. Solicitation of Debtors.

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

SECTION 6. DISTRIBUTIONS

6.1. Distribution Record Date.

On the Distribution Record Date, the transfer ledgers for holders of Claims or Interests maintained by the Debtors shall be closed, and there shall be no further changes in the record holders of such Claims or Interests for purposes of Distributions hereunder. The Debtors, the Reorganized Debtors, the First Lien Agent and the Indenture Trustee shall have no obligation to recognize any transfer of any such Claims or Interests occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes under the Plan with only those record holders listed on the transfer ledgers as of the Distribution Record Date.

6.2. Date of Distributions.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.3. No Recourse.

No holder of a Claim shall have recourse to the Reorganized Debtors (or any property of the Reorganized Debtors), other than with regard to the enforcement of rights or Distributions under the Plan, and the transactions contemplated thereby and by the Definitive Documents. If and to the extent that there are Disputed Claims, Distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Section 7 of the Plan.

6.4. Disputed Identity of Claim Holder.

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

6.5. Distributions on Account of Obligations of Multiple Debtors.

For all purposes associated with Distributions under the Plan, all guarantees by any Debtor of the obligations of any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor shall result in a single Distribution under the Plan; provided, that, for the avoidance of doubt, this shall not affect the obligation of each and every Debtor to pay U.S. Trustee Fees until such time as a particular case is closed, dismissed, or converted.

6.6. Release of Liens.

Except as otherwise provided in the Plan, the Definitive Documents, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens or other security interests against the property of any Debtor's Estate will be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens or other security interests, including any rights to any collateral thereunder, will revert to the applicable Reorganized Debtors and their successors and assigns. As of the Effective Date, the Reorganized Debtors shall be authorized to execute and file on behalf of all applicable creditors who have had their liens released and discharged pursuant to the foregoing such Uniform Commercial Code termination statements, mortgage or deed of trust releases or such other forms, releases or terminations as may be necessary or appropriate to implement the Plan.

6.7. Disbursing Agents.

(a) All Distributions under the Plan other than Distributions to the holders of First Lien Claims and Noteholder Claims shall be made by the applicable Reorganized Debtor as Disbursing Agent. The First Lien Agent and/or such other entity as it may designate shall be the Disbursing Agent for the holders of First Lien Claims. The Indenture Trustee, and/or such other entity as it may designate, shall be the Disbursing Agent for the holders of Noteholder Claims.

(b) Each Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (ii) make Distributions consistent with the Plan, (iii) employ professionals to represent it with respect to its responsibilities, and (iii) exercise such other powers as may be vested in the Disbursing Agent by Order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

(c) Except as provided otherwise in this Plan or ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by any Disbursing Agent (including without limitation, reasonable attorneys' fees and expenses) shall be paid in Cash by Reorganized Holdings.

(d) The First Lien Agent, as Disbursing Agent, shall administer Distributions to the holders of First Lien Claims in accordance with the Plan and the First Lien Credit Agreement. The issuance and Distribution of the Reorganized Holdings Equity Interests and the delivery of the New Term Loan and Cash to the First Lien Agent shall be deemed Distributions to the respective Holders of First Lien Claims. Upon delivery of the Reorganized Holdings Equity Interests, the New Term Loan and Cash to the First Lien Agent in accordance with the Plan, the Reorganized Debtors shall be released of all liability with respect to the delivery of such Distributions.

(e) The Indenture Trustee, as Disbursing Agent, shall administer Distributions to the holders of Noteholder Claims in accordance with the Plan and the Indenture. The issuance and Distribution of the Reorganized Holdings Equity Interests and New Warrants and the delivery of the Cash to the Indenture Trustee (or as otherwise directed by the Indenture Trustee) shall be deemed Distributions to the respective Holders of Noteholder Claims. Upon delivery of the Reorganized Holdings Equity Interests, the New Warrants and Cash to the Indenture Trustee, the Reorganized Debtors shall be released of all liability with respect to the delivery of such Distributions.

(f) The First Lien Agent and Indenture Trustee shall be exculpated by all Persons from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon it as Disbursing Agent under the Plan or any order of the Bankruptcy Court pursuant to or in furtherance of the Plan. No holder of a Claim or an Interest or other party in interest shall have or pursue any Claim or Cause of Action against the First Lien Agent, the Indenture Trustee or any of their respective representatives and advisors for making payments in accordance with the Plan or for implementing provisions of the Plan in its capacity as Disbursing Agent.

6.8. Surrender of Securities or Instruments.

As a condition to receiving any Distribution or release under the Plan, if requested by the Debtors or the Reorganized Debtors, as applicable, each holder of a certificated instrument or note (other than the First Lien Agent or an any First Lien Lender in its capacity as such) must surrender such instrument or note held by it to the Reorganized Debtors and execute such documents and instruments as the Debtors or the Reorganized Debtors require to effectuate and

further evidence the terms and conditions of the Plan. Any holder of such instrument or note that fails to (i) surrender such instrument or note or execute such documents and instruments as the Debtors require, or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Reorganized Debtors and furnish a bond in form, substance, and amount reasonably satisfactory to the Reorganized Debtors before the first anniversary of the Effective Date, shall be deemed to have forfeited all rights, Claims or releases and may not participate in any Distribution or release hereunder. Any Distribution so forfeited shall become property of the Reorganized Debtors.

6.9. Delivery of Distributions; Unclaimed Property.

(a) Subject to Bankruptcy Rule 9010, all Distributions to any holder of an Allowed Claim shall be made by the Reorganized Debtors, which shall transmit such Distribution to the last known address of the applicable holders of Allowed Claims. In the event that any Distribution to any holder is returned as undeliverable, the Reorganized Debtors may, but shall not be required to, make efforts to determine the current address of such holder, but no Distribution to such holder shall be made unless and until the Reorganized Debtors have determined the then-current address of such holder, at which time such Distribution shall be made to such holder without interest.

(b) The Reorganized Debtors shall hold all Unclaimed Property for the benefit of the holders of Claims entitled thereto under the terms of the Plan. At the end of six (6) months following the relevant date on which a Distribution was made, the holders of Allowed Claims theretofore entitled to Unclaimed Property held pursuant to this Section shall be deemed to have forfeited such property, whereupon all right, title and interest in and to such property shall immediately and irrevocably revest in the Reorganized Debtors, such holders shall cease to be entitled thereto and any such Unclaimed Property that is Cash shall be property of the Reorganized Debtors, free and clear of any restrictions thereon. Any non-Cash consideration not distributed on account of a Claim as provided herein shall be cancelled.

6.10. Distributions on Account of Allowed Claims Only.

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

6.11. Distributions to Holders of General Unsecured Claims.

(a) The Reorganized Debtors shall set aside and reserve, for the benefit of each holder of a Disputed General Unsecured Claim, an amount of (1) such holder's share of Reorganized Holdings Equity Interests, the New Warrants, and Cash (collectively, the "Class 4 Equity Distribution"), or (2) to the extent such holder has elected to receive a Distribution solely in Cash (the "Class 4 Cash Distribution"), such holder's share of the Class 4 Cash Distribution. The reserves described in provisions (1) and (2) herein shall, in each case, be equal to the Distribution to which the holder of such Disputed Claim would be entitled if such Disputed Claim were an Allowed General Unsecured Claim, in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) an amount mutually agreed between the Reorganized Debtors and the holder of such

Disputed Claim, or (iii) if no agreement has been reached and no Estimation Order has been entered with respect to such Disputed Claim, the greater of (A) the amount listed in the Schedules and (B) the amount set forth in a proof of claim, or application for payment filed with the Bankruptcy Court, or pursuant to an order of the Bankruptcy Court entered in the Chapter 11 Cases, in each case with respect to such General Unsecured Claim. Such reserved amounts of such holder's Pro Rata share of Reorganized Holdings Equity Interests, the New Warrants, and/or Cash, collectively, shall constitute the "Disputed Unsecured Reserve", and the difference between (y) the amount so reserved for each such General Unsecured Claim and (z) the amount of federal, state and local taxes paid by the Reorganized Debtors with respect to such Claim shall constitute the maximum Distribution amount to which the holder of such Claim may ultimately become entitled if such holder's Claim (or a portion thereof) becomes an Allowed General Unsecured Claim. The balance of the Reorganized Holdings Equity Interests, the New Warrants, and/or Cash reserved for the payment of Allowed General Unsecured Claims, shall be deemed to be "Distributable Assets".

The Reorganized Debtors shall set aside and reserve, in addition to the consideration constituting the Disputed Unsecured Reserve, for the benefit of each holder of an Allowed Class 4 Claim, Cash in an amount equal to the Cash True-Up Amount for all Disputed Claims comprising the Disputed Unsecured Reserve as if such Claims were Allowed Claims (the "True-Up Reserve Cash").

(b) On or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall distribute to each holder of an Allowed General Unsecured Claim such holder's Pro Rata share of the Distributable Assets. The date of such Distributions shall be the "Initial Unsecured Distribution Date".

(c) No Distributions shall be made by the Reorganized Debtors with respect to a Disputed General Unsecured Claim until the resolution of such Claim by agreement with the Reorganized Debtors or a Final Order. On or as soon as reasonably practicable after the first Business Day of the next calendar quarter (each such date, a "Periodic Unsecured Distribution Date") after a Disputed General Unsecured Claim becomes an Allowed Claim, the Reorganized Debtors shall distribute to (i) the holder thereof Reorganized Holdings Equity Interests, the New Warrants, and/or Cash, from the Disputed Unsecured Reserve, in an amount equal to the aggregate amount of Reorganized Holdings Equity Interests, the New Warrants, and/or Cash that would have been distributed to such holder in respect of such Claim had such Claim been an Allowed General Unsecured Claim, in the amount in which it is ultimately Allowed, on the Initial Unsecured Distribution Date and any previously occurring Periodic Unsecured Distribution Dates and (ii) the holders of Allowed Class 4 Claims, the applicable portion of the True-Up Reserve Cash. Any holder of a General Unsecured Claim whose Claim is so Allowed after the tenth (l0th) day prior to the next Periodic Unsecured Distribution Date shall receive its initial Distribution on the next succeeding Periodic Unsecured Distribution Date following such Periodic Unsecured Distribution Date. Subsequent Distributions to holders of such Claims shall be made in accordance with subsection (e) of this Section.

(d) To the extent all or a portion of a Disputed General Unsecured Claim becomes disallowed or is reclassified pursuant to a Final Order or agreement of the Reorganized Debtors and the holder of such Disputed General Unsecured Claim, (i) the Class 4

Equity Distribution previously reserved for such Disputed General Unsecured Claim (or portion thereof) shall be reallocated among the holders of Allowed General Unsecured Claims in Class 4, (ii) to the extent that the holder of a Disputed General Unsecured Claim elected to receive, in lieu of the Class 4 Equity Distribution, the Class 4 Cash Distribution, the Class 4 Cash Distribution previously reserved for such Disputed General Unsecured Claim (or portion thereof) shall be reallocated among the holders of Allowed General Unsecured Claims in Class 4 and (iii) the portion of the True-Up Reserve Cash previously reserved for such Disputed General Unsecured Claim (or portion thereof) shall be returned to the Reorganized Debtors.

(e) Periodic Unsecured Distribution Dates shall continue to occur until all Disputed General Unsecured Claims have been resolved.

6.12. Distributions to Holders of Convenience Class Claims.

Each holder of an Allowed Convenience Class Claim will receive payment in full and in Cash as soon as practicable after the Effective Date but in no event later than 10 days of the Effective Date or, if later, within three (3) Business Days after the date such Convenience Class Claim becomes Allowed.

6.13. Manner of Payment under the Plan.

Any Cash payment to be made hereunder may be made by a check, wire transfer, or such other commercially reasonable manner as the payor shall determine in its sole discretion, or as otherwise required or provided in applicable agreements. Except as otherwise specified herein, Cash payments made pursuant to the Plan shall be in U.S. currency; provided, however, that Cash payments to foreign holders of Allowed Claims may be made in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.14. Calculation of Distribution Amounts of Reorganized Holdings Equity Interests.

No fractional shares of Reorganized Holdings Equity Interests or New Warrants shall be issued or distributed under the Plan. Each Person entitled to receive a Reorganized Holdings Equity Interest or New Warrants shall receive the total number of whole shares of Reorganized Holdings Equity Interests and New Warrants to which such Person is entitled. Whenever any Distribution to a particular Person would otherwise call for Distribution of a fraction of a share of Reorganized Holdings Equity Interests or of a New Warrant, such number of shares or New Warrants to be distributed shall be rounded down to the nearest whole number.

6.15. Withholding and Reporting Requirements.

In connection with the Plan and all Distributions thereunder, any Person making Distributions under the Plan, including the Reorganized Debtors, shall, to the extent applicable, as determined in its sole discretion, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions under the Plan shall be subject to any such withholding and reporting requirements. The Debtors and the Reorganized Debtors shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements. All Persons holding Claims shall be required

to provide any information necessary to affect information reporting and the withholding of such taxes. Notwithstanding any other provisions of the Plan to the contrary, (a) each holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distributions, and (b) no Distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations. Any Cash and/or other consideration or property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an Unclaimed Property pursuant to Section 6.9(b) herein. Any Person issuing any instruments or making any Distribution under the Plan has the right, but not the obligation, to not make a Distribution until such holder has made arrangements satisfactory to such issuing or distributing Person for payment of, or compliance with, any such tax obligations. A failure to comply with a request to comply with reporting requirements for a period of one hundred eighty (180) days from the date of notice shall result in an automatic disallowance of the Claim(s) held by the Person failing to comply. Any Cash not distributed on account of a Claim as provided herein shall be treated as Unclaimed Property in accordance with Section 6.9 hereof. Any non-Cash consideration not distributed on account of a Claim as provided herein shall be treated as Unclaimed Property in accordance with Section 6.9 hereof.

6.16. Setoffs.

The Debtors and the Reorganized Debtors may, but shall not be required to, set off or recoup against any Claim (for purposes of determining the Allowed amount of such Claim on which a Distribution shall be made), any claims of any nature whatsoever that the Debtors and/or the Reorganized Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim the Debtors or the Reorganized Debtors may have against the holder of such Claim. Nothing in the Plan shall be deemed to expand rights to setoff or recoup under applicable non-bankruptcy law. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors shall be deemed to waive and shall have no right of setoff or recoupment against the holders of the First Lien Claims, DIP Claims or the Noteholder Claims.

6.17. Distributions After Effective Date.

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date, without any post-Effective Date interest thereon.

6.18. Allocation of Distributions Between Principal and Interest.

To the extent that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

6.19. Postpetition Interest on Claims.

Except to the extent expressly contemplated hereunder, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed principal amount of such Claim. Except for any First Lien Claims and Other Secured Claims on which postpetition interest is allowed under section 506 of the Bankruptcy Code or is otherwise authorized to be paid pursuant to Final Order of the Court, interest shall not accrue on or after the Petition Date.

6.20. Minimum Distributions.

The Reorganized Debtors shall not be obligated to make a Distribution of less than $100.00 on account of an Allowed Claim to any holder of a Claim. Any holder of an Allowed Claim entitled to an aggregate Distribution of less than $100.00 shall have its Claim for such Distribution discharged and shall be forever barred from asserting any such Claim against the Debtors, their Estates, the Reorganized Debtors or their respective property. Any Cash not distributed in accordance with the terms of this Section shall be the property of the Reorganized Debtors free of any restrictions thereon.

6.21. Recharacterization of Payments made to Holders of First Lien Claim.

The recharacterization as principal or otherwise of any Cash payments (including made as adequate protection) made to the holders of First Lien Claims during the pendency of the Chapter 11 Cases pursuant to the DIP Order will not affect any Distributions made under the Plan.

SECTION 7. PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS

7.1. Objections to Claims.

After the Effective Date, only the Reorganized Debtors shall be entitled to object to Claims that were not Allowed as of the Effective Date. Further, after the Effective Date, only the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to Claims.

Any objections to Claims shall be served and filed on or before the later of (i) one hundred twenty (120) days after the Effective Date, or (ii) such date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (i) above.

7.2. Payments and Distributions with Respect to Disputed Claims.

Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or Distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

7.3. Estimation of Claims.

On request of a party in interest, the Bankruptcy Court may estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code or other applicable law by issuing an Estimation Order, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, 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 pursuant to an Estimation Order, 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 Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.4. Preservation of Rights to Pursue and Settle Claims.

Except with respect to Causes of Action released by the Debtors and the Reorganized Debtors pursuant to Section 10.6(a) of the Plan, the applicable Reorganized Debtors, in accordance with section 1123(b) of the Bankruptcy Code, shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, rights, Causes of Action, suits, and proceedings, whether in law or in equity, whether known or unknown, that they each may respectively hold against any Person without the approval of the Bankruptcy Court and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, subject to the terms of Section 7.1 hereof, the Confirmation Order and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. Except as otherwise provided in the Plan, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim left Unimpaired by the Plan. On and after the Effective Date, the Reorganized Debtors shall have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff, and other legal or equitable defenses which the Debtors had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' and the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors or Reorganized Debtors have released any Person on or before the Effective Date (including

pursuant to the Releases by the Debtors or otherwise), the Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation, or effectiveness of the Plan.

7.5. Disallowed Claims.

All Claims held by Persons against whom or which a proceeding asserting an Avoidance Action has been commenced (whether before or after the Effective Date) shall be deemed "disallowed" Claims pursuant to section 502(d) of the Bankruptcy Code. Claims that are deemed disallowed pursuant to this Section shall continue to be disallowed for all purposes until the Avoidance Action against such Person has been settled or resolved by Final Order and any sums due from such Person have been paid to the appropriate party.

SECTION 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. Debtors' Executory Contracts and Unexpired Leases.

(a) Pursuant to sections 365(a) and 1123(b) of the Bankruptcy Code, all Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, other than any Executory Contract or Unexpired Lease that: (i) has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date; (ii) as to which a motion for approval of the assumption or rejection of such Executory Contract or Unexpired Lease has been filed and served prior to the Confirmation Date and remains pending before the Bankruptcy Court on such date; or (iii) that is specifically designated as an Executory Contract or Unexpired Lease to be rejected on the "Schedule of Rejected Executory Contracts and Unexpired Leases" to be included in the Plan Supplement, which shall be in form and substance acceptable to the Debtors, the First Lien Agent and the Required Consenting Holders, and for avoidance of doubt, shall include all specific contracts or unexpired leases upon which the Deferred Acquisition Claims are based; provided, however, that the Debtors reserve the right, on or prior to the Confirmation Date, with the prior written consent of the First Lien Agent and the Required Consenting Holders, to amend the Schedule of Rejected Executory Contracts and Unexpired Leases to delete any Executory Contract or Unexpired Lease therefrom or add any Executory Contract or Unexpired Lease thereto, in which event such Executory Contract or Unexpired Lease shall be deemed to be, respectively, assumed or rejected. The Debtors shall provide notice of any amendments to the Schedule of Rejected Executory Contracts and Unexpired Leases to the parties to such contracts that are affected thereby. The listing of a document on the Schedule of Rejected Executory Contracts and Unexpired Leases shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

(b) Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the Executory Contracts and Unexpired Leases rejected pursuant to this Section 8.1 of the Plan; and (ii) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the Executory Contracts and Unexpired Leases assumed pursuant to this Section 8.1 of the Plan.

8.2. Cure of Defaults.

(a) Except to the extent that different treatment has been agreed to by the non-Debtor party or parties to any Executory Contract or Unexpired Lease to be assumed or assumed and assigned pursuant to Section 8.1 hereof, the Debtors shall, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, not later than sixteen (16) days before the Confirmation Hearing, File and serve a pleading with the Bankruptcy Court listing the cure amount of each Executory Contract and Unexpired Lease to be assumed or assumed and assigned under the Plan. The counterparties to such Executory Contracts and Unexpired Leases to be assumed shall have until seven (7) days prior to the Confirmation Hearing to object to the cure amounts listed by the applicable Debtor seeking assumption or assumption and assignment. If there are any objections filed, the Bankruptcy Court may hold a hearing, which may be the Confirmation Hearing, to determine such cure amounts or other issues pertaining to the assumption or assumption and assignment of such Executory Contract or Unexpired Lease. Until the Effective Date, the Debtors, subject to the prior written consent of the First Lien Agent and the Required Consenting Holders, shall retain the right to reject any of the Executory Contracts or Unexpired Leases, including such contracts or leases that are subject to a dispute concerning amounts necessary to cure any defaults.

(b) The Reorganized Debtors shall be responsible for the payment of any cure amounts due under section 365 of the Bankruptcy Code with respect to the Executory Contracts and Unexpired Leases assumed by the Debtors.

8.3. Bar Date for Rejection Claims; Turnover of Excess Security.

Claims arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan must be filed with the Bankruptcy Court and served upon the Reorganized Debtors no later than thirty (30) days after: (i) in the case of an Executory Contract or Unexpired Lease that was terminated by its terms prior to the Confirmation Date, the Confirmation Date; (ii) in the case of an Executory Contract or Unexpired Lease rejected by any Debtor, the date of the entry of the order of the Bankruptcy Court authorizing such rejection (including the Confirmation Order with respect to Executory Contracts and Unexpired Leases that have not previously been assumed or rejected and that are rejected by operation of the Plan), or (iii) in the case of an Executory Contract or Unexpired Lease that is added to the Schedule of Rejected Executory Contracts and Unexpired Leases, the date that such amendment is served on the parties to the added Unexpired Lease or Executory Contract. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as General Unsecured Claims and may be objected to in accordance with the provisions of Section 7.1 of the Plan and the applicable provisions of the Bankruptcy Code

and Bankruptcy Rules. All such Claims not filed within such time shall be (i) forever barred from assertion against the Debtors, their Estates, the Reorganized Debtors, and their property, (ii) not permitted to vote to accept or reject the Plan, and (iii) participate in any Distribution in the Chapter 11 Cases on account of such Claims, and such Claim shall be deemed fully satisfied, released, settled, and compromised, and be subject to the permanent injunction set forth in Section 10.5 of the Plan, notwithstanding anything in the Schedule of Rejected Contracts and Unexpired Leases or a proof of claim to the contrary.

Any counterparty to a rejected Executory Contract or Unexpired Lease holding any security for any of the Debtors' obligations thereunder (including but not limited to any security deposits, escrow funds, reserves, receivables or letter of credit proceeds) must, within five (5) days after filing any Claim arising out of the rejection, or such other time as agreed to by the Reorganized Debtors: (i) return to the Reorganized Debtors all security in excess of the amount of such Claim, together with a statement setting forth an accounting of any amounts not returned to the Reorganized Debtors and the basis for withholding such amounts; and (ii) if the counterparty asserts a right of setoff and/or other right to apply the security toward satisfaction of the counterparty's Claim, provide the Reorganized Debtors with a statement identifying with particularity the basis for the counterparty's right of setoff or other right to apply the security toward satisfaction of the counterparty's Claim. In the event a dispute exists among the Reorganized Debtors and the counterparty as to any issue or matter set forth in this paragraph, including the amount of or application of any security to rejection damages, the Reorganized Debtors shall be authorized to seek resolution of the dispute by the Bankruptcy Court and/or seek an Order of the Bankruptcy Court compelling turnover of any security, as applicable, at the option of the Reorganized Debtors, pursuant to any of: (i) a motion to compel turnover of such security, (ii) an objection to the Claim, or (iii) an adversary proceeding, including an adversary proceeding containing an objection to the Claim.

8.4. Restrictions on Assignment Void.

Any Executory Contract or Unexpired Lease assumed or assumed and assigned shall remain in full force and effect to the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment, including based on any change of control provision. Any provision that prohibits, restricts, or conditions the assignment or transfer of any such Executory Contract or Unexpired Lease, terminates or modifies such Executory Contract or Unexpired Lease or allows the counterparty to such Executory Contract or Unexpired Lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition thereof (including on account of any change of control provision) on any such transfer or assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

No sections or provisions of any executory contract or unexpired lease that purport to provide for additional payments, penalties, charges, rent acceleration, or other financial accommodations in favor of the non-debtor third party thereto shall have any force and effect with respect to the transactions contemplated hereunder, and such provisions constitute

unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

8.5. Management Stock Option Plan; Severance Programs.

(a) The total reserve of Reorganized Holdings Equity Interests for issuance to management pursuant to the Management Stock Option Plan shall be provided in the Plan Supplement. The Reorganized Holdings' board of directors shall be responsible for adopting and implementing the Management Stock Option Plan, and shall determine individual equity awards thereunder at such times and on such terms as it shall determine in its discretion.

(b) On the Effective Date, the Reorganized Debtors shall adopt an employee severance program (the "Severance Program") in form and substance reasonably acceptable to the Required Consenting Holders, which shall be filed with the Plan Supplement.

8.6. Workers' Compensation Programs.

(i) All applicable workers' compensation laws in states in which the Reorganized Debtors operate and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds and any other policies, programs and plans regarding or relating to workers' compensation and workers' compensation insurance are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, with a cure amount of zero dollars.

SECTION 9. CONDITIONS PRECEDENT

9.1. Conditions Precedent to Confirmation.

Confirmation of the Plan is subject to the satisfaction or waiver of the following conditions precedent:

(a) The terms and provisions of the Plan shall be reasonably satisfactory in form and substance to the First Lien Agent and the Required Consenting Holders;

(b) the Bankruptcy Court shall have entered a Final Order, in form and substance reasonably satisfactory to the Debtors, the First Lien Agent and the Required Consenting Holders approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; and

(c) the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the First Lien Agent and the Required Consenting Holders.

9.2. Conditions Precedent to the Effective Date.

The occurrence of the Effective Date of the Plan, and the consummation of the Plan, is subject to the satisfaction or waiver in whole or in part by the Debtors, the First Lien Agent and the Required Consenting Holders, of the following conditions precedent:

(a) the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to the Debtors, the First Lien Agent and the Required Consenting Holders, and the Confirmation Order shall be a Final Order;

(b) all conditions precedent to the effectiveness of, and the initial borrowings under the New Exit Facility shall be satisfied or waived, in each case in accordance with the terms and conditions of the New Exit Facility;

(c) The OEP Entities shall each provide a waiver and release, effective as of the Effective Date, substantially similar in all respects to the waiver and release of all Claims against the Debtors and their Affiliates set forth in Section 10.6(b) herein;

(d) all conditions precedent to the effectiveness of the New Term Loan shall be satisfied or waived, in each case in accordance with the terms and conditions of the New Term Loan;

(e) the Reorganized Holdings Equity Interests shall have been issued and delivered, as applicable, and all conditions precedent to the consummation of the transactions contemplated therein shall have been waived or satisfied in accordance with the terms thereof and the closing of the transactions contemplated by such agreements shall have occurred;

(f) all Definitive Documents, including, but not limited to, the New Corporate Governance Documents and the Plan Supplement, shall be in form and substance reasonably acceptable to the Debtors, First Lien Agent and the Required Consenting Holders, except that the New Warrant Agreements and the Shareholders' Agreement shall be acceptable to the Required Consenting Holders in their respective good faith discretion, and shall be deemed to be valid, binding and enforceable in accordance with their terms; and

(g) all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery, and (b) been effected or executed by all Entities party thereto, or will be deemed executed and delivered by virtue of the effectiveness of the Plan as expressly set forth herein, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents and agreements.

9.3. Effect of Failure of Conditions to Effective Date.

If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Section 9.4, then upon motion by the Debtors made before the time that each of such conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section 9.3, the Plan shall be null and void in all respects.

9.4. Waiver of Conditions.

Each of the conditions set forth in Sections 9.1 and 9.2 may be waived in whole or in part by the Debtors, the First Lien Agent and the Required Consenting Holders, without any notice to other parties in interest or the Bankruptcy Court and without a hearing.

SECTION 10. EFFECT OF CONFIRMATION

10.1. Vesting of Assets.

Except as otherwise provided herein, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates (including, subject to any release provided for herein, any claim, right or Cause of Action, which may be asserted by or on behalf of the Debtors) shall be vested in the Reorganized Debtors, free and clear of all Claims, liens, encumbrances, charges, and other interests. After the Effective Date, the Reorganized Debtors shall not have any liability to holders of Claims or Interests other than as expressly provided for herein. As of the Effective Date, each of the Reorganized Debtors shall be deemed to have incurred the New Term Loan Obligations pursuant to the New Term Loan Agreement. As of the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided herein.

10.2. Settlement of Certain Intercreditor Issues.

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

10.3. Discharge of Claims Against the Debtors and Termination of Interests.

Except as otherwise provided in the Plan or the Confirmation Order, upon the Effective Date and in consideration of the rights afforded herein and the payments and Distributions to be made hereunder, each holder (as well as any trustees and agents on behalf of each holder) of a Claim against the Debtors or an Interest in the Debtors shall be deemed to have forever waived, released and discharged such Claim or Interest. On the Effective Date, all holders of such Claims and Interests shall be forever precluded and enjoined, pursuant to section 524 of the

Bankruptcy Code, from prosecuting or asserting any such discharged Claim or Interest against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, or any of their assets or properties based on 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 proof of Interest.

Except as otherwise provided herein or in the Confirmation Order, all Persons who have held, now hold or may hold Claims against any of the Debtors or Interests in any of the Debtors and all other parties in interest, along with their respective present and former Representatives, are permanently enjoined, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to such Claim or Interest against the Debtors, their Estates, the Reorganized Debtors, or the Released Parties (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their Estates, the Reorganized Debtors, or the Released Parties with respect to such Claim or Interest; (c) creating, perfecting or enforcing any encumbrance of any kind against the Debtors, their Estates, the Reorganized Debtors, or the Released Parties, or against the property or interests in property of the Debtors, their Estates, the Reorganized Debtors, or the Released Parties with respect to such Claim or Interest; or (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligations due from the Debtors, their Estates, the Reorganized Debtors, or the Released Parties, with respect to such Claim or Interest. Such injunction shall extend to any successors of the Debtors, their Estates, the Reorganized Debtors, the Released Parties and their respective properties and interest in properties.

For the avoidance of doubt, and subject in all respects to Section 10.6 of the Plan, this Section 10.3 of the Plan shall not release direct claims held by non-Debtor Persons against other non-Debtor Persons.

10.4. Term of Injunctions or Stays.

Unless otherwise provided, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of the respective Chapter 11 Cases.

10.5. Injunction against Interference with the Plan.

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

10.6. Releases.

(a) *Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, for good and valuable consideration, including the Distributions to be made hereunder, the Debtors and the Reorganized Debtors, on behalf of themselves and their Affiliates, the Estates and their respective Representatives, successors,*

assigns and any and all entities who may purport to claim by, through, for or because of them shall forever release, waive and discharge all Causes of Action that they have, or had against any Released Party except with respect to any obligations arising under the Plan, the Definitive Documents that by their terms survive the Effective Date and any applicable orders of the Bankruptcy Court or other court of competent jurisdiction in the Chapter 11 Cases; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted fraud, theft or willful misconduct.

(b) *As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the Cash, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim (solely in its capacity as such) that (i) is Unimpaired by the Plan, (ii) has not voted to reject the Plan, or (iii) has voted to reject the Plan but has not checked the box on the applicable ballot indicating that such holder opts not to grant the releases provided in the Plan, provided however that the Consenting Lenders and Consenting Noteholders are and shall be deemed to elect to grant the releases provided in the Plan, will be deemed to forever release, waive and discharge all Causes of Action in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the exhibits to the Plan, the Plan Supplement, the Disclosure Statement, the First Lien Facility, or the Indenture that such entity has, had or may have against any Released Party or any employees, agents or partners of the Debtors (which release will be in addition to the discharge of Claims provided herein and under the Confirmation Order and the Bankruptcy Code), except with respect to any obligations arising under the Plan, the New Term Loan Agreement, or any of the Definitive Documents that by their terms survive the Effective Date, or any act, event, injury, omission, transaction, or agreement arising after the Effective Date (other than Causes of Action relating to such act, event, injury, omission, transaction or agreement first arising or occurring prior to the Effective Date); provided, however, that the foregoing provisions will have no effect on the liability of any entity that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted fraud, theft or willful misconduct.*

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 10.6(a) and (b) of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing a good faith settlement and compromise of the Claims released herein, (ii) in the best interests of the Debtors and all holders of Claims, (iii) fair, equitable, and reasonable, (iv) approved after due notice and opportunity for hearing, and (v) a bar to any of the releasing parties asserting any Claim released by the releasing parties against any of the Debtors or the other Released Parties or their respective property.

Each Person to which Sections 10.6(a) and/or (b) apply shall be deemed to have granted the releases set forth in those Sections notwithstanding that such Person may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person expressly waives any and all rights that it may have under any statute or

common law principle which would limit the effect of such releases to those claims or causes of action actually known or suspected to exist at the time of execution of the release.

10.7. Exculpation.

From and after the Effective Date, the Released Parties, will neither have nor incur any liability to any entity, and no holder of a Claim or Interest, no other party in interest and none of their respective Representatives, shall have any right of action against any Released Party, for any act taken or omitted to be taken in connection with, related to or arising out of the Chapter 11 Cases or the consideration, formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the exhibits to the Plan, the Plan Supplement, the Disclosure Statement, any transaction proposed in connection with the Chapter 11 Cases or any contract, instrument, release or other agreement or document created or entered into or any other act taken or omitted to be taken, in connection therewith; provided, however, that the foregoing provisions will have no effect on: (a) the liability of any entity that would otherwise result from the failure to perform or pay any obligation or liability under the Plan or any contract, instrument, release or other agreement or document to be entered into or delivered in connection with the Plan or (b) the liability of any entity that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted fraud, gross negligence or willful misconduct.

10.8. Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 10.6 or exculpated pursuant to Section 10.7 of the Plan.

10.9. Setoff.

In no event shall any holder of any Claim or Interest be entitled to set off any Claim or Interest against any Claim, right, or Cause of Action of the Debtors unless such holder obtains a Final Order entered by the Bankruptcy Court authorizing such setoff or unless such setoff is otherwise agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and a holder of a Claim or Interest.

10.10. Exemption from Certain Transfer Taxes.

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, (a) the issuance, transfer or exchange (or deemed issuance, transfer or exchange) of a security, including the issuance of the Reorganized Holdings Equity Interests and the New Warrants, (b) the creation of any mortgage, deed of trust, Lien, pledge or other security interest, including pursuant to the New Term Loan Facility or the New Exit Facility, (c) the making or assignment of any lease or sublease, or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan (including, without limitation, any merger agreements, agreements of consolidation, restructuring, disposition, liquidation, dissolution, deeds, bills of sale and transfers of tangible property), including the restructuring transactions contemplated by the Plan, will not be subject to any stamp tax,

recording tax, personal property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders) or other similar taxes, and the appropriate state or local government officials or agents shall, and shall be directed to, forgo the collection of any such tax, recordation fee or government assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee or government assessment. Unless the Bankruptcy Court orders otherwise, all sales, transfers and assignments (including, without limitation, any transfers or assignments for collateral purposes) of owned and leased property approved by the Bankruptcy Court on or prior to the Effective Date shall be deemed to have been in furtherance of or in connection with the Plan.

10.11. Issuance of New Securities and Plan-Related Documentation.

The issuance under the Plan of the Reorganized Holdings Equity Interests to the First Lien Lenders and holders of General Unsecured Claims, the issuance of the New Warrants to the holders of General Unsecured Claims, and any subsequent sales, resales, transfers or other Distributions of such Reorganized Holdings Equity Interests or New Warrants (including Reorganized Holdings Equity Interests issuable upon exercise of any New Warrants) shall be exempt from any federal or state securities law registration requirements (and all rules and regulations promulgated thereunder) to the fullest extent permitted by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law.

Upon the Effective Date, all documents, agreements and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of the Plan, and any other agreements or documents related to or entered into in connection with same, shall become, and shall remain, effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person (other than as expressly required by such applicable agreement).

10.12. Other Exemptions.

The issuance of the Reorganized Holdings Equity Interests to the First Lien Lenders and the issuance of the Reorganized Holdings Equity Interests and the New Warrants to the Noteholders shall be exempt from the requirements of section 16(b) of the Securities and Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of such securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

10.13. Post-Effective Date Claims and Amendments to Claims.

On or after the Effective Date, a Claim may not be filed or amended without prior approval by the Bankruptcy Court or prior written authorization from the Reorganized Debtors. Any such new or amended Claim filed without prior written authorization or Bankruptcy Court

approval shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

SECTION 11. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

11.1. Modification and Amendments.

(a) *Pre-Confirmation Modifications.* Prior to the Confirmation Date, the Plan, including exhibits thereto and the Plan Supplement, may be amended, modified, or supplemented by the Debtors solely in accordance with the PSA, unless terminated by its terms, and subject to the prior written consent of the First Lien Agent and the Required Consenting Holders 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.

(b) *Post-Confirmation Modifications Not Requiring Resolicitation.* Subject to the prior written consent of the First Lien Agent and the Required Consenting Holders, and solely in accordance with the PSA, unless terminated by its terms, the Plan may be amended, modified or supplemented at any time after the Confirmation Date and before substantial consummation, provided that the Plan, as amended, modified or supplemented, satisfies the requirements of section 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and hearing, confirms the Plan as modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such amendment, modification or supplement. Any holder of a Claim that has accepted the Plan prior to any amendment, modification or supplement will be deemed to have accepted the Plan, as amended, modified or supplemented, if the proposed amendment, modification or supplement does not materially and adversely change the treatment of such holder's Claim. Prior to the Effective Date, the Debtors, with First Lien Agent and Required Consenting Holders' consent, which shall not be unreasonably withheld, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court. After the Effective Date, the Debtors, and the Reorganized Debtors 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.

11.2. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall result in all modifications or amendments to the Plan occurring after the solicitation thereof being approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

11.3. Revocation, Withdrawal, or Non-Consummation of the Plan.

The Debtors reserve the right to revoke or withdraw the Plan, solely in accordance with the PSA, unless terminated by its terms, and subject to the prior written consent of the First Lien Agent and Required Consenting Holders, at any time prior to the Confirmation Date and to file other plans of reorganization. If the Debtors revoke or withdraw the Plan in accordance with the preceding sentence, or if the Confirmation Order is not entered or consummation of the Plan

does not occur, then (i) the Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (iii) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (a) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Person, (b) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or (c) constitute an admission of any sort by the Debtors or any other Person.

11.4. 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 shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the reasonable consent of the Debtors, the First Lien Agent and the Required Consenting Holders; and (3) nonseverable and mutually dependent.

SECTION 12. RETENTION OF JURISDICTION

12.1. Retention of Jurisdiction.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising in, arising under, and related to the Chapter 11 Cases and the Plan for, among other things, the following purposes:

(a) to determine any motion, adversary proceeding, application, contested matter, other litigated matter, and any other matters, and grant or deny any applications involving a Debtor that may be pending on or commenced after the Confirmation Date;

(b) to ensure that Distributions to holders of Allowed Claims are accomplished as provided herein and to adjudicate any and all disputes arising from or relating to Distributions under the Plan;

(c) to allow, disallow, determine, subordinate, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the secured or unsecured status, priority, amount or allowance of Claims or Interests;

(d) to resolve any matters related to (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is party or with respect to which any Debtor or Reorganized Debtor may be liable in any manner, including, to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Claims arising from the rejection or cure Claims arising from the assumption of such agreements pursuant to section 365 of the Bankruptcy Code; (b) any matter relating to the terms and conditions of any such Executory Contract or Unexpired Lease as assumed or assumed and assigned, or the obligation of any party to perform thereunder, and any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date any Executory Contracts or Unexpired Leases to the Schedule of Rejected Executory Contracts and Unexpired Leases otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

(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, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the 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 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date;

(i) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim for amounts not timely repaid;

(j) to determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

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

(l) 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;

(m) to resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, Exculpations, and other provisions contained in Section 10 of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions, including to adjudicate any and all claims or Causes of Action (i) against any Person granted a release under Section 10.6 or exculpation pursuant to Section 10.7 of the Plan, (ii) relating to the Debtors, the Plan, the Distributions, the Reorganized Holdings Equity Interests, the Chapter 11 Cases, the transactions contemplated by the Plan to effectuate the Plan, or any contract, instrument, release, agreement or document executed and delivered in connection with such transactions and the Plan, and (iii) brought by the Debtors (or any successor thereto) or any holder of a Claim or an Interest;

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

(o) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

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

(q) to enter a final decree closing any or all of the Chapter 11 Cases;

(r) to enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(s) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located; and

(t) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with or under the First Lien Credit Agreement and related documents and the Indenture and related documents, in each case, except for cases, controversies, suits, disputes or Causes of Action between or among holders of Claims under the First Lien Credit Agreement or Indenture and related documents and not involving any Debtor;

(u) to hear and determine any rights, claims, or Causes of Action held by or accruing to the Debtors or the Reorganized Debtors pursuant to the Confirmation Order, any other order of the Bankruptcy Court, the Bankruptcy Code, or any other federal statute or legal theory.

12.2. Failure of the Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, then Section 12.1 of the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

SECTION 13. MISCELLANEOUS PROVISIONS

13.1. Immediate Binding Effect.

Subject to Section 9 of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors and any and all holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, and any and all non-Debtor parties to the Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim or debt has voted on the Plan.

13.2. Dissolution of Committee; Termination of Professionals.

On the Effective Date, the Committee shall dissolve and all members, employees, or agents thereof, shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases and the engagement of each Professional retained by the Debtors and the Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, (a) each Professional shall be entitled to prosecute its respective Professional Fee Claims and represent its respective constituents with respect to applications for payment of such Professional Fee Claims, and (b) nothing herein shall prevent the Reorganized Debtors from retaining any such professional on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

13.3. No Change in Ownership or Control.

Consummation of the Plan is not intended to and shall not constitute a change in ownership or change in control, as defined in any employment or other agreement or plan in effect on the Effective Date to which a Debtor is a party.

13.4. Unenforceable Contracts.

Notwithstanding anything to the contrary herein, no provision in any contract, agreement or other document with the Debtors that is rendered unenforceable against the Debtors or the Reorganized Debtors pursuant to sections 541(c), 363(l) or 365(e)(1) of the Bankruptcy Code, or any analogous decisional law, shall be enforceable against the Debtors or Reorganized Debtors as a result of this Plan.

13.5. Injunction Regarding Worthless Stock Deductions.

Unless otherwise ordered by the Bankruptcy Court or consented to by the Reorganized Debtors, and notwithstanding anything to the contrary contained in any order entered by the Bankruptcy Court as contemplated by the *Debtors' Motion for Entry of an Order Establishing Notification and Hearing Procedures for Transfers of or Claims of Worthless Stock Deductions with Respect to Certain Equity Securities* [ECF No. 61] (the "WSD Procedures Motion"), on and

after the Effective Date, each "50% Shareholder" (as such term is defined in WSD Procedures Motion) shall be enjoined from (i) filing any federal or state tax return, (ii) filing any amendment to such a return, or (iii) distribute any K-1 or other information statement, if any, to its partners or members, claiming or reflecting any deduction for worthlessness or abandonment of a Holdings Equity Interest, for a tax year ending on or before the Effective Date. For the avoidance of doubt, this Section 13.5 of the Plan shall not be construed to enjoin any "50% Shareholder" from taking or causing to be taken any such action with respect to a tax year ending after the Effective Date.

To the extent any 50% Shareholder is a partnership or other pass-through entity for federal or state income tax purposes, prior to filing any federal or state tax return, or any amendment to such a return, then unless otherwise ordered by the Bankruptcy Court, each partner or other owner of such 50% Shareholder shall be enjoined from filing a tax return claiming or otherwise reflecting any deduction for worthlessness of a Holdings Equity Interest for a tax year ending on or before the Effective Date. For the avoidance of doubt, this Section 13.5 of the Plan shall not be construed to enjoin any partner or owner of such 50% Shareholder from taking or causing to be taken any such action with respect to a tax year ending after the Effective Date.

13.6. Request for Expedited Determination of Taxes.

Reorganized Holdings shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

13.7. Determination of Tax Filings and Taxes.

(a) For all taxable periods ending on or prior to, or including, the Effective Date, the Reorganized Debtors shall prepare and file (or cause to be prepared and filed) on behalf of the Debtors, all combined, consolidated or unitary tax returns, reports, certificates, forms or similar statements or documents for any group of entities that include the Debtors (collectively, "Group Tax Returns") required to be filed or that the Reorganized Debtors otherwise deem appropriate, including the filing of amended Group Tax Returns or requests for refunds.

(b) The Reorganized Debtors shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any taxes of the Debtors, including for any taxable period ending on or prior to, or including, the Effective Date.

13.8. Entire Agreement.

Except as otherwise indicated, on the Effective Date, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations with respect to the subject matter of the Plan, all of which will have become merged and integrated into the Plan on the Effective Date.

13.9. Post-Confirmation Reporting.

After the Confirmation Date, the Reorganized Debtors shall file reports of its activities and financial affairs with the Bankruptcy Court on an annual basis, within thirty (30) days after the conclusion of each such annual period, until the earlier of the entry of a final decree closing each of the Chapter 11 Cases, or a Bankruptcy Court order converting or dismissing each of the Chapter 11 Cases. Any such reports may be made on a consolidated basis, and shall be prepared substantially consistent with (both in terms of content and format) the applicable Bankruptcy Court and Office of the United States Trustee guidelines for such matters.

13.10. Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof. To the extent a rule of law or procedure is supplied by federal bankruptcy law, the Bankruptcy Code, the Bankruptcy Rules, and the decisions and standards of the United States Supreme Court, the United States Court of Appeals for the Second Circuit, the United States District Court for the Southern District of New York, and the Bankruptcy Court, as applicable, shall govern and control.

13.11. Time.

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

13.12. Reference to Monetary Figures.

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

13.13. Binding Effect.

The Plan shall be binding on and inure to the benefit of the Debtors, the holders of Claims and Interests, and each of their respective successors and assigns, including, without limitation, the Reorganized Debtors, and all other parties in interest in the Chapter 11 Cases. The rights, benefits, and obligations of any entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each entity.

13.14. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Bankruptcy Court has entered the Confirmation Order and the Effective Date has occurred. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not

taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors, the First Lien Agent, or the Consenting Noteholders with respect to the Holders of Claims or Interests prior to the Effective Date.

13.15. Confirmation Order and Plan Control.

To the extent the Confirmation Order is inconsistent with the Plan, the Confirmation Order shall control the Plan for all purposes. To the extent the Plan is inconsistent with the Disclosure Statement, the Plan shall control the Disclosure Statement for all purposes. To the extent the Plan is inconsistent with any other Definitive Document other than the Plan and the Disclosure Statement, such Definitive Document shall control for all purposes.

13.16. Plan Supplement and Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan which such agreements and documents shall be in form and substance reasonably acceptable to the Required Consenting Holders; provided, however that notwithstanding anything to the contrary herein, the new Warrant Agreements and the Shareholders' Agreement shall be in form and substance acceptable to the Required Consenting Holders in their respective good faith discretion. The Debtors and all holders of Claims or Interests receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan. All documents included in the Plan Supplement shall be filed with the Office of the Clerk of the Bankruptcy Court at least five (5) Business Days before the deadline to submit votes to accept or reject the Plan. The Debtors, with the consent of the Required Consenting Holders, reserve their rights to amend the Plan Supplement from time to time and to file any such amendments with the Bankruptcy Court

13.17. Notices.

All notices, requests, and demands to or on the Debtors shall be (i) in writing, (ii) served by certified mail (return receipt requested), hand delivery, overnight delivery service, first class mail, or facsimile transmission, and (iii) unless otherwise expressly provided herein, 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 prior to the Effective Date, or as set forth in the Plan Supplement, if after the Effective Date:

On behalf of the Debtors:

LEGEND PARENT, INC.
5000 Meridian Boulevard, Suite 200
Franklin, TN 37067
Attention: David Woodworth, Chief Financial Officer
Telecopy No. (919) 867-2529

with a copy to:

DECHERT LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Allan S. Brilliant
Shmuel Vasser
Jeffrey T. Mispagel
Telecopy No. (212) 698-3599

On behalf of the First Lien Agent:

ROYAL BANK OF CANADA
4th Floor, 20 King Street West
Toronto, Ontario M5H 1C4
Attention: Ann Hurley
Telecopy No. (416) 842-4023

with a copy to:

ROYAL BANK OF CANADA
3 World Financial Center
200 Vesey Street
New York, NY 10281
Attention: Les Vowell
Telecopy No. (212) 428-2319

with a copy to:

LATHAM & WATKINS
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Richard A. Levy
Telecopy No. (312) 993-9767

On behalf of the Consenting Noteholders:

AKIN GUMP STRAUS HAUER & FELD LLP
One Bryant Park
New York, NY 10036-6745
Attention: Michael Stamer
James Savin
Telecopy No. (212) 872-1002

[*Remainder of page intentionally left blank*]

Dated: May 20, 2014
New York, New York

Respectfully submitted,

MMODAL INC., on behalf of itself and its affiliated Debtors

By: /s/ David Woodworth
David Woodworth
Chief Financial Officer

DECHERT LLP

1095 Avenue of the Americas
New York, NY 10036
(212) 698-3500

Attorneys for the Debtors and Debtors in Possession

[Signature page to First Amended Joint Plan of Reorganization]

Schedule A

Illustrative Warrant Calculations

Illustrative Warrant Calculations[(1)]

($ in millions, except per share figures)

	Warrant Adjustment									
	–	$1.0	$2.0	$3.0	$4.0	$5.0	$6.0	$7.0	$8.0	$8.8 [(2)]
Warrant Tranche A - 32.5% Equity @ $180mm Equity Value										
Equity Value	$180.0	$180.0	$180.0	$180.0	$180.0	$180.0	$180.0	$180.0	$180.0	$180.0
Less: Warrant Adjustment	–	(1.0)	(2.0)	(3.0)	(4.0)	(5.0)	(6.0)	(7.0)	(8.0)	(8.8)
Adjusted Equity Value	$180.0	$179.0	$178.0	$177.0	$176.0	$175.0	$174.0	$173.0	$172.0	$171.2
/ Shares	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Strike Price	$1.80	$1.79	$1.78	$1.77	$1.76	$1.75	$1.74	$1.73	$1.72	$1.71
Shares Issued	48.1	48.1	48.1	48.1	48.1	48.1	48.1	48.1	48.1	48.1
Warrant Tranche B - 30.0% Equity @ $230mm Equity Value										
Equity Value	$230.0	$230.0	$230.0	$230.0	$230.0	$230.0	$230.0	$230.0	$230.0	$230.0
Plus: Cash Proceeds from Warrant Tranche A	86.7	86.2	85.7	85.2	84.7	84.3	83.8	83.3	82.8	82.4
Less: Warrant Adjustment	–	(1.0)	(2.0)	(3.0)	(4.0)	(5.0)	(6.0)	(7.0)	(8.0)	(8.8)
Adjusted Equity Value	$316.7	$315.2	$313.7	$312.2	$310.7	$309.3	$307.8	$306.3	$304.8	$303.6
/ Shares	148.1	148.1	148.1	148.1	148.1	148.1	148.1	148.1	148.1	148.1
Strike Price	$2.14	$2.13	$2.12	$2.11	$2.10	$2.09	$2.08	$2.07	$2.06	$2.05
Shares Issued	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5	63.5

(1) Based on an illustrative initial share count of 100 million shares. Strike prices / shares issued in connection with Warrant Tranche A and Warrant Tranche B will be adjusted based on actual primary shares issued. Excludes any dilution from Management Stock Option Plan.

(2) Represents amount of Exit Distribution ($8,814,840).