

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608860

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Court order in lieu of satisfaction to release security interest
<b>RESUBMIT DOCUMENT ID:</b>	900575586

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Bankruptcy Court for the District of Delaware in lieu of creditor U.S. Bank National Association		06/09/2014	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Lawyer's Weekly, LLC
<b>Street Address:</b>	175 Sully's Trail
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Pittsford
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14534
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Registration Number:</b>	1623132	MISSOURI LAWYERS WEEKLY
<b>Registration Number:</b>	2033266	LAWYERS WEEKLY
<b>Registration Number:</b>	2490230	LAWYERSWEEKLY.COM
<b>Registration Number:</b>	2548567	LAWYERSWEEKLYEXPERTS.COM
<b>Registration Number:</b>	2593540	LAWYERSWEEKLYJOBS.COM
<b>Registration Number:</b>	2985752	LEGAL MATTERS
<b>Registration Number:</b>	1195678	MASSACHUSETTS LAWYERS WEEKLY
<b>Registration Number:</b>	1210432	MASSACHUSETTS LAWYERS WEEKLY
<b>Registration Number:</b>	1627860	MICHIGAN LAWYERS WEEKLY
<b>Registration Number:</b>	2535045	NCLAWYERSWEEKLY.COM
<b>Registration Number:</b>	2801640	NEW ENGLAND IN-HOUSE
<b>Registration Number:</b>	2425168	NORTH CAROLINA LAWYERS WEEKLY
<b>Registration Number:</b>	2459458	RHODE ISLAND LAWYERS WEEKLY
<b>Registration Number:</b>	2484651	RILAWYERSWEEKLY.COM
<b>Registration Number:</b>	2799717	SOUTH CAROLINA LAWYERS WEEKLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2503408	THE MASSACHUSETTS LAWYER
Registration Number:	2465387	VIRGINIA LAWYERS WEEKLY

**CORRESPONDENCE DATA**

**Fax Number:** 2165925009

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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**Address Line 2:** Suite 1100

**Address Line 4:** Cleveland, OHIO 44113

**ATTORNEY DOCKET NUMBER:** 011328-000006

**NAME OF SUBMITTER:** Heather M. Barnes

**SIGNATURE:** /Heather M. Barnes/

**DATE SIGNED:** 11/16/2020

**Total Attachments: 51**

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
THE DOLAN COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 14-10614 (BLS)
Debtors.	)	Jointly Administered

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING THE  
DEBTORS' DISCLOSURE STATEMENT FOR, AND CONFIRMING,  
THE DEBTORS' MODIFIED JOINT PREPACKAGED PLAN OF  
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors in possession (collectively, the "Debtors")<sup>2</sup>  
having:

- a. distributed, on or about March 18, 2014, (i) the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 16], (ii) the *Disclosure Statement for the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 18] (the "Disclosure Statement"), and (iii) ballots for voting on the Plan to Holders of Claims entitled to vote on the Plan, namely Holders in Class 3 (Prepetition Credit Agreement Claims), in accordance with the terms of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Local

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: The Dolan Company (4527); American Processing Company, LLC (3395); Arizona News Service, LLC (0969); assure360, LLC (8926); Counsel Press, LLC (0509); Daily Journal of Commerce, Inc. (1624); Daily Reporter Publishing Company (9860); DataStream Content Solutions, LLC (6276); Dolan APC LLC (3828); Dolan Media Holding Company (0186); Dolan Publishing Company (3784); Dolan Publishing Finance Company (5133); Federal News Service LLC (5309); Finance and Commerce, Inc. (2942); Idaho Business Review, LLC (6843); Lawyer's Weekly, LLC (6760); Legislative Information Services of America, LLC (4027); Long Island Business News, LLC (4338); Missouri Lawyers Media, LLC (8890); National Default Exchange Holdings, LLC (1918); New Orleans Publishing Group, L.L.C. (2405); NOPG, L.L.C. (9511); The Daily Record Company LLC (7310); and The Journal Record Publishing Co., LLC (5769). The location of the Debtors' service address is: 222 South Ninth Street, Suite 2300, Minneapolis, Minnesota 55402.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Debtors' Modified Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated May 23, 2014 [Docket No. 364] (as may have been subsequently modified, supplemented, and amended, the "Plan"), the Disclosure Statement, or the Bankruptcy Code (as defined herein), as applicable.

Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”);

- b. commenced, on March 23, 2014 (the “Petition Date”), these chapter 11 cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”);
- c. operated their businesses and managed their properties during the Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- d. filed, on the Petition Date, the Plan and the Disclosure Statement;
- e. filed, on the Petition Date, the *Debtors’ Motion for Entry of an Order (A) Scheduling a Combined Disclosure Statement Approval and Confirmation Hearing, (B) Establishing a Plan Confirmation Objection Deadline and Related Procedures, (C) Approving the Solicitation Procedures, (D) Approving the Confirmation Hearing Notice and the Cure Notice, (E) Directing that a Meeting of Creditors Not Be Convened, and (F) Granting Related Relief* [Docket No. 20] (the “Scheduling Motion”);
- f. filed, on the Petition Date, the *Declaration of P. Joseph Morrow IV of Kurtzman Carson Consultants LLC Regarding the Mailing, Voting, and Tabulation of Ballots Accepting and Rejecting the Debtors’ Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 21] (the “Voting Report”), which detailed the results of the Plan voting process;
- g. filed, on March 26, 2014, the *Notice of (A) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (B) Combined Hearing on the Adequacy of the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (C) Objection Deadlines, and Summary of the Debtors’ Joint Prepackaged Chapter 11 Plan* [Docket No. 103] (the “Confirmation Hearing Notice”), which contained notice of the commencement of the Chapter 11 Cases, the date and time set for the hearing to consider approval of the Disclosure Statement and Confirmation of the Plan (the “Confirmation Hearing”), and the deadline for filing objections to the Plan and the Disclosure Statement;
- h. published, on March 31, 2014, in *The Wall Street Journal (National Edition)* and in the *Minneapolis Star Tribune*, as evidenced by the *Affidavit of Publication* [Docket Nos. 139, 141] (together with the Confirmation Hearing Notice Affidavit (as defined below), the “Affidavits”), the Confirmation Hearing Notice, consistent with the order granting the Scheduling Motion [Docket No. 80] (the “Scheduling Order”);
- i. filed, on April 3, 2014, the *Affidavit of Service* of the Confirmation Hearing Notice [Docket No. 112] (the “Confirmation Hearing Notice Affidavit”);

- j. filed, on April 24, 2014, May 26, 2014, and June 9, 2014, filed the *Plan Supplement for the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket Nos. 213, 380, and 420], which includes the identity of the Disbursing Agent and the directors, managers, officers, and other management for the Reorganized Debtors as well as the nature of compensation of such parties that constitute an "insider" of the Debtors (as defined in section 101(31) of the Bankruptcy Code), as well as forms of the following documents: (a) the New Topco Operating Agreement; (b) the New Corporate Governance Documents; (c) the Exit Facility Credit Agreement; (d) SPV Operating Agreement; (e) the Seller Note Assignment Documents; (f) the SPV Certificate of Formation; (g) a schedule of retained Causes of Action; (h) the Rejected Executory Contract and Unexpired Leases List; (i) the Reorganized Debtor Professional Services Agreement; (j) the Emergence Bonus Program; (k) the New Employment Contracts; (l) the Transition Services Agreement; (m) the Restructuring Transactions Memorandum, and (n) the Trust Agreement (as defined herein) (as modified, supplemented, or otherwise amended from time to time, the "Plan Supplement");
- k. filed, on May 23, 2014, (i) the *Debtors' Memorandum of Law in Support of an Order Approving the Debtors' Disclosure Statement for, and Confirming, the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 365] (the "Confirmation Brief"), (ii) the *Declaration of Kevin Nystrom in Support of an Order Approving the Debtors' Disclosure Statement for, and Confirming, the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 367] (the "Nystrom Declaration"), and (iii) the *Debtors' Reply to the Confirmation Objections of the Official Committee of Equity Security Holders* [Docket No. 366] (the "Valuation Reply"); and
- l. filed, on May 23, 2014, the *Debtors' Modified Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 364] (the "Plan").

The Court having:

- a. entered, on March 25, 2014, the Scheduling Order;
- b. set May 27, 2014, at 10:00 a.m., prevailing Eastern Time, as the date and time for the Confirmation Hearing, pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Scheduling Order;
- c. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Nystrom Declaration, the Valuation Reply, the Voting Report, the Confirmation Hearing Notice, the Affidavits, the ballots, and all filed pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights;

- d. held the Confirmation Hearing on May 27, 2014, at 10:00 a.m., prevailing Eastern Time, May 30, 2014, at 9:00 a.m., prevailing Eastern Time, June 4, 2014, at 9:30 a.m., prevailing Eastern Time, and June 9, 2014, at 9:30 a.m., prevailing Eastern Time;
- e. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement and Confirmation of the Plan and the objections thereto;
- f. considered all oral representations, affidavits, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and Confirmation of the Plan and the objections thereto; and
- g. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in the Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and Confirmation of the Plan and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

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

**A. Findings and Conclusions.**

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy

Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

**B. Jurisdiction, Venue, and Core Proceeding.**

2. The Court has jurisdiction over the Chapter 11 Cases pursuant to sections 157 and 1334 of title 28 of the United States Code and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code (the "Judicial Code"). Approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of the Judicial Code.

**C. Eligibility for Relief.**

3. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

**D. Commencement and Joint Administration of the Chapter 11 Cases.**

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 68], the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases. On April 23, 2014, the U.S. Trustee appointed the official committee of equity holders in the



Chapter 11 Cases (the "Equity Committee"). No other official committees have been appointed in the Chapter 11 Cases.

**E. Judicial Notice, Objections.**

5. The Court takes judicial notice of (and deems admitted into evidence for purposes of Confirmation of the Plan) the docket of the Chapter 11 Cases maintained by the clerk of the Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Disclosure Statement or Confirmation of the Plan are overruled on the merits. The objection of the Equity Committee to Confirmation of the Plan (the "Plan Objection") has been withdrawn in consideration for the terms of a settlement set forth herein (the "Committee Settlement"). The Equity Committee's objection to allowance of the Prepetition Credit Agreement Claims (the "Claim Objection") also has been withdrawn with prejudice as part of the Committee Settlement. The Prepetition Credit Agreement Claims are allowed in their full amount.

**F. Burden of Proof—Confirmation of the Plan.**

6. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan.

**G. Notice; Joinder/Intervention.**

7. As evidenced by the Affidavits, due, adequate, and sufficient notice of the Disclosure Statement, the Plan, and the Confirmation Hearing, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, has been provided to: (a) the Office of the United States Trustee for the District of Delaware;

(b) the Holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Prepetition Credit Agreement; (d) counsel to Bayside Capital, Inc.; (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the parties identified in clauses (a) through (h), collectively, the "Core Notice Parties"). Also, the Confirmation Hearing Notice was published in *The Wall Street Journal (National Edition)* and the *Minneapolis Star Tribune* on March 31, 2014, in compliance with the Scheduling Order and Bankruptcy Rule 2002(i). Such notice was adequate and sufficient pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002 and 3020, and other applicable law and rules, and no other or further notice is or shall be required.

8. The Court takes judicial notice that no party in interest has, after substantial notice and the development of a significant evidentiary record, joined or otherwise sought to intervene in the contested matter involving: (a) the Plan Objection, except for the United States Trustee; or (b) the Claim Objection. Due and sufficient notice and opportunity has been provided to all parties in interest to join or otherwise seek to intervene in either contested matter. Moreover, evidence establishes that the Debtors have an urgent business need to confirm and consummate the Plan as soon as possible. Accordingly, pursuant to Bankruptcy Rules 9019(a) and 2002(a)(3), sufficient cause has been shown that additional notice of the Committee Settlement should not be required or provided.

**H. Disclosure Statement.**

9. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable nonbankruptcy laws, rules, and regulations, including the Securities Act, and (b) "adequate information" (as such term is defined

in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

**I. Voting Report.**

10. Only Holders of Claims in Class 3 were eligible to vote on the Plan (the "Voting Class"). The ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Class adequately addressed the particular needs of the Chapter 11 Cases and were appropriate for Holders in the Voting Class to vote to accept or reject the Plan. Holders of Claims in Classes 1, 2, 4, 5, and 6 are Unimpaired under the Plan (collectively, the "Presumed Accepting Classes") and presumed to have accepted the Plan, and, therefore, were not entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 7 and 8 (collectively, the "Deemed Rejecting Classes") were deemed to reject the Plan and, therefore, were not entitled to vote to accept or reject the Plan; this conclusion is not altered by the distributions to be made to Holders of Interests in Class 8 (Dolan Interests) pursuant to the Committee Settlement because such distributions are made as a "gift" of collateral entitlements by the Holders of Prepetition Credit Agreement Claims and are made pursuant to the settlement of the Plan Objection and the withdrawal of the Claim Objection. As evidenced by the Voting Report, the Voting Class voted to accept the Plan. Based on the foregoing, and as evidenced by the Voting Report, at least one Impaired Class of Claims (excluding the acceptance by any insiders of the Debtor) has voted to accept the Plan in accordance with the requirements of sections 1124, 1126, and 1129 of the Bankruptcy Code.

**J. Solicitation.**

11. As described in the Voting Report, the solicitation of votes on the Plan complied with the solicitation procedures approved in the Scheduling Order (the "Solicitation

Procedures”), was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations, including the registration requirements under the Securities Act.

12. As described in the Voting Report and the Affidavits, as applicable, prior to the Petition Date, the Plan, the Disclosure Statement, and the applicable Ballot (collectively, the “Solicitation Packages”), and, following the Petition Date, the Confirmation Hearing Notice, were transmitted and served, including to all Holders in the Voting Class, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, the Scheduling Order, and any applicable nonbankruptcy law. Transmission and service of the Solicitation Packages and the Confirmation Hearing Notice were timely, adequate, and sufficient. No further notice is required.

13. As set forth in the Voting Report, the Solicitation Packages were distributed to Holders in the Voting Class that held a Prepetition Credit Agreement Claim, as of March 18, 2014 (the date specified in such documents for the purpose of the solicitation). The establishment and notice of the Voting Record Date were reasonable and sufficient.

14. The period during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for Holders in the Voting Class to make an informed decision to accept or reject the Plan.

15. Under section 1126(f) of the Bankruptcy Code, the Debtors were not required to solicit votes from the Holders of Claims or Interests, as applicable, in the Unimpaired Classes (defined below), each of which is conclusively presumed to have accepted the Plan. The Debtors were not required to solicit votes from the Holders, if any, of Claims in Class 7 (Section 510(b)

Claims) or of Interests in Class 8 (Dolan Interests), each of which is deemed to have rejected the Plan. For the avoidance of doubt, the Debtors were not required to solicit votes from Holders of Interests in Class 8 (Dolan Interests) notwithstanding distributions to be made pursuant to the Committee Settlement, because such distributions are made as a “gift” of collateral entitlements by the Holders of Prepetition Credit Agreement Claims and are made pursuant to the settlement of the Plan Objection and the withdrawal of the Claim Objection.

**K. Plan Supplement.**

16. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents are good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan (including Article X of the Plan), the Debtors’ right to alter, amend, update, or modify the Plan Supplement before the Effective Date is reserved. The Core Notice Parties and Holders of Claims and Interests were provided due, adequate, and sufficient notice of the Plan Supplement.

**L. Valuation.**

17. The Committee Settlement has resulted in the withdrawal of the Plan Objection, thereby resolving all challenges to the Debtors’ evidentiary presentation regarding valuation. The valuation analysis attached to the Disclosure Statement as **Exhibit E** and the other evidence related thereto in support of the Plan that was proffered or adduced in the Valuation Reply or at, prior to, or in connection with the Confirmation Hearing, all of which are now uncontested: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; and (c) conclusively establish that the total enterprise value of

the Reorganized Debtors does not exceed \$127 million. Accordingly, the Debtors' reorganization value is insufficient to support a distribution to Holders of Interests in Class 8 (Dolan Interests).

**M. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).**

18. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

**(i) Proper Classification—Sections 1122 and 1123.**

19. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eight Classes, based on differences in the legal nature or priority of such Claims and Interests (other than DIP Facility Claims, Administrative Claims, Accrued Professional Compensation Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not promulgated for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan, therefore, satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

**(ii) Specified Unimpaired Classes—Section 1123(a)(2).**

20. Article III of the Plan specifies that Claims in Classes 1, 2, 4, 5, and 6 are Unimpaired under the Plan. The Plan, therefore, satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

**(iii) Specified Treatment of Impaired Classes—Section 1123(a)(3).**

21. Article III of the Plan specifies the treatment of each Impaired Class of Claims and Interests under the Plan, including Classes 3, 7, and 8. The Plan, therefore, satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

**(iv) No Discrimination—Section 1123(a)(4).**

22. Article III of the Plan provides the same treatment for each Claim or Interest within a particular class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. The Plan, therefore, satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

**(v) Adequate Means for Plan Implementation—Section 1123(a)(5).**

23. The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate means for the Plan's implementation, including: (a) the Reorganized Debtors' entry into the Exit Facility Credit Agreement and all related documents, including the Exit Facility Documents; (b) the formation of the New Topco and the issuance of Reorganized Equity; (c) the formation of the Seller Notes SPV and the issuance and distribution of SPV Interests; (d) the entry into the Seller Note Assignment Documents; (e) the Reorganized Debtors' entry into the Transition Services Agreement with DiscoverReady; (f) the Reorganized Debtors' entry into the Reorganized Debtor Professional Services Agreement with Bayside; (g) authorizing the Debtors and/or the Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary to effect the Restructuring Transactions;

(h) the cancellation of existing securities and agreements, and the surrender of existing securities (except as otherwise provided therein); (i) the settlement of Claims and Interests; (j) the vesting of the Estate assets in the Reorganized Debtors; (k) the preservation and vesting of certain Causes of Action in the Reorganized Debtors; (l) the filing of the New Topco Operating Agreement, the SPV Operating Agreement, and the New Corporate Governance Documents with the applicable governmental authorities; (m) the appointment of officers, directors, and managers of each of the Reorganized Debtors; (n) the Reorganized Debtors' entry into the New Employment Contracts; (o) payment of all amounts required under the Emergence Bonus Program; (p) the continued corporate existence of the Debtors; and (q) the establishment of the Equity Trust (as defined herein) pursuant to the Committee Settlement. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

**(vi) Non-Voting Equity Securities—Section 1123(a)(6).**

24. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code prohibiting the issuance of nonvoting equity securities. Article IV.L of the Plan provides that the New Topco Operating Agreement, the SPV Operating Agreement, and the New Corporate Governance Documents will preclude the issuance of any nonvoting equity securities under the Plan.

**(vii) Directors and Officers—Section 1123(a)(7).**

25. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. In accordance with Article IV.M of the Plan, the identities of the officers, directors, and managers of each of the Reorganized Debtors were identified in **Exhibit K** and **Exhibit M** of the Plan Supplement. The selection of the officers, directors, and/or managers of each of the Reorganized Debtors is consistent with the interests of all Holders of Claims and Interests, and public policy.



**(viii) Claims and Executory Contracts—Section 1123(b)(1)–(2).**

26. Article III of the Plan leaves Impaired or Unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject filed on or before the Effective Date; or (d) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Leases List. The Debtors provided sufficient notice to each non-Debtor counterparty to an Executory Contract or Unexpired Lease assumed, assumed and assigned, or rejected by the Debtors during the Chapter 11 Cases. The Seller Notes are assignable under the terms of such notes and pursuant to section 365(f) of the Bankruptcy Code and can properly be assigned to the Seller Notes SPV pursuant to Article IV.D of the Plan.

**(ix) Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).**

27. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. In accordance with section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the distributions and other benefits provided under the Plan, except as stated otherwise in the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, subordination, and other legal rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The

compromise and settlement of such Claims and Interests embodied in the Plan, the compromises set forth in this Confirmation Order (including the Committee Settlement), and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

28. Article VIII.C of the Plan describes certain releases granted by the Debtors (the "Debtor Releases"). The Debtors have satisfied the business judgment standard with respect to the propriety of the Debtor Releases. Such releases are a necessary and integral element of the Plan, and are fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. Also, the Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the Claims released by Article VIII.C of the Plan; (c) given, and made, after due notice and opportunity for hearing; and (d) a bar to any of the Debtors asserting any Claim or Cause of Action released by Article VIII.C of the Plan. Specifically, each of the Released Parties made substantial contributions to the Debtors' reorganization, leading up to and including the commencement of the Chapter 11 Cases through the date hereof. These contributions included, among other things, negotiating, formulating, and executing the Restructuring Support Agreement and development of the Plan, as well as working to build the consensus necessary to implement a "prepackaged" chapter 11 process that allows the Holders of Allowed General Unsecured Claims to be paid in full. Additionally, the Released Parties provided other important and substantial contributions to the Chapter 11 Cases and the Debtors' reorganization overall. The Debtors' directors, officers, and managers made substantial contributions to the Debtors reorganization by initiating an open dialogue with the Debtors' stakeholders both prior to and after the Petition Date, continuing to operate the Debtors' businesses throughout the course of

the Debtors' restructuring (and through the commencement of the Chapter 11 Cases), developing—and generating consensus around—the Debtors' restructuring strategy, and assisting with any and all endeavors necessary to navigate the Debtors to Plan confirmation. The Prepetition Lenders, the Prepetition Administrative Agent, the Syndication Agent, the DIP Agent, the DIP Lenders, DiscoverReady, and Lender Newco each made substantial contributions throughout the Debtors' reorganization, including numerous material concessions that enabled the Debtors to develop their restructuring strategy and formulate the Plan. These contributions included the Prepetition Lenders' consent for use of their cash collateral for, among other things, the Debtors' operating liquidity, working capital, and administration of the Chapter 11 Cases, as well as the Prepetition Lenders' support of the Plan and the Debtors' restructuring process. Additionally, the DIP Lenders—who are coextensive with the Prepetition Lenders—agreed to finance the Chapter 11 Cases, thus providing the Debtors with the necessary liquidity to formulate and pursue a consensual restructuring transaction while the Debtors' businesses continued to operate, thus eliminating any need for the Debtors to commence “free fall” chapter 11 cases. In addition, despite their substantial deficiency claim, the Prepetition Lenders have permitted Holders of Allowed General Unsecured Claims to receive payment in full and Holders of Dolan Interests to receive a distribution, thus making a “prepackaged” Plan viable and minimizing disruption to the Debtors' businesses throughout the course of the Chapter 11 Cases.

29. The releases granted by certain third parties set out in Article VIII.D of the Plan (the “Third-Party Release”) provide finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Third-Party Release is consensual with respect to the Releasing

Parties. Moreover, notice of the Third-Party Release was appropriate. Specifically, the Confirmation Hearing Notice sent to Holders of Claims and Interests and published in *The Wall Street Journal (National Edition)* and the *Minneapolis Star Tribune* on March 31, 2014, and the ballots sent to all Holders of Impaired Claims entitled to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Further, the Third-Party Release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Finally, the Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims released by the Third-Party Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

30. The exculpation described in Article VIII.E of the Plan (the "Exculpation") is appropriate under applicable law because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in the Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, the Restructuring Support Agreement, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into,

in connection with, or pursuant to the Restructuring Support Agreement, the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation of the Plan, negotiation of the settlement with the Equity Committee, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpation, including its carve-out for gross negligence or willful misconduct, is entirely consistent with established practice in this jurisdiction and others.

31. The injunction provision set forth in Article VIII.F of the Plan (the "Injunction") is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Releases, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

32. The provisions regarding the preservation of Causes of Action in the Plan (including Article IV.R), including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

33. The full release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.H of the Plan (the "Lien Release") is necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

34. A sufficient evidentiary record has been established for approval of the Committee Settlement and for the Court to determine that its terms are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, including Holders of Interests in Class 8 (Dolan Interests).

35. The Equity Committee and its members all acted in good faith, consistent with their statutory responsibilities and fiduciary obligations, based on knowledgeable professional advice in negotiating, crafting, and presenting for approval the terms of the Committee Settlement, including the allocation between holders of the Preferred Stock and the Common Stock (each as defined herein) of value to be distributed pursuant to the Committee Settlement.

**(x) Additional Plan Provisions—Section 1123(b)(6).**

36. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

**N. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).**

37. The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfy the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- a. is an eligible debtor under section 109, and a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;
- b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and
- c. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable nonbankruptcy law, rule, and regulation, the Scheduling Order, and all other applicable law, in transmitting the Solicitation Packages and related documents and notices, and in soliciting and tabulating the votes on the Plan.

**O. Plan Proposed in Good Faith—Section 1129(a)(3).**

38. The Committee Settlement has resulted in the Equity Committee's withdrawal of the Plan Objection, thereby resolving all challenges to the Debtors' evidentiary presentation regarding good faith under section 1129(a)(3) of the Bankruptcy Code. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors and the Prepetition

Lenders negotiated the terms of the Plan in good faith, and the Debtors proposed the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the process leading to Confirmation of the Plan, including the overwhelming support of Holders of Claims entitled to vote on the Plan, and the transactions to be implemented pursuant thereto. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital and organizational structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. To facilitate the Plan, the Debtors and Holders of Prepetition Credit Agreement Claims, including the Prepetition Administrative Agent and any predecessor Holders or predecessor administrative agent, negotiated Amendments to the Prepetition Credit Agreement at arm's length and in good faith. Those certain seventh and eighth amendments to the Prepetition Credit Agreement provided the Debtors liquidity, forbearance, and time to negotiate and develop a restructuring plan in the best interests of the Debtors; accordingly, the fees associated with such amendments to the Prepetition Credit Agreement were reasonable.

**P. Payment for Services or Costs and Expenses—Section 1129(a)(4).**

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

**Q. Directors, Officers, and Insiders—Section 1129(a)(5).**

40. The Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code. Article IV.M of the Plan, in conjunction with Exhibit K and Exhibit M of

the Plan Supplement, disclose the identity and affiliations of the individuals proposed to serve as the initial directors and officers of the Reorganized Debtors, and the identity and nature of any compensation for any insider who will be employed or retained by the Reorganized Debtors. The proposed directors and officers for the Reorganized Debtors are qualified, and the appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of the Holders of Claims and Interests and with public policy.

**R. No Rate Changes—Section 1129(a)(6).**

41. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

**S. Best Interest of Creditors—Section 1129(a)(7).**

42. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached to the Disclosure Statement as Exhibit F and the other evidence related thereto in support of the Plan that was proffered or adduced in the Nystrom Declaration or at, prior to, or in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each Holder of an Allowed Claim or Interest in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

**T. Acceptance by Certain Classes—Section 1129(a)(8).**

43. The Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code. Classes 1, 2, 4, 5, and 6 constitute Unimpaired Classes, each of which is



conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Class, Class 3, has voted to accept the Plan. Although the Debtors are unaware of any Holders of Claims in Class 7 (Section 510(b) Claims), Holders of Class 7 Claims, if any, and Class 8 Interests (Dolan Interests) receive no recovery pursuant to the Plan and are deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

**U. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).**

44. The treatment of Administrative Claims, Accrued Professional Compensation Claims, and Priority Tax Claims, under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**V. Acceptance By At Least One Impaired Class—Section 1129(a)(10).**

45. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Report, the Voting Class voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

**W. Feasibility—Section 1129(a)(11).**

46. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement as **Exhibit D** and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in the Nystrom Declaration filed in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was

prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

**X. Payment of Fees—Section 1129(a)(12).**

47. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article II.E of the Plan provides for the payment of all fees payable by the Debtors under section 1930(a) of the Judicial Code.

**Y. Continuation of Employee Benefits—Section 1129(a)(13).**

48. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Article V.F of the Plan provides that from and after the Effective Date, the payment of all retiree benefits, as defined in section 1114 of the Bankruptcy Code, will continue in accordance with applicable law.

**Z. Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).**

49. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

**AA. “Cram Down” Requirements—Section 1129(b).**

50. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to Classes

7 and 8, the Impaired Classes that have not accepted or been presumed to accept the Plan. The Debtors are unaware of the existence of any Holders of Class 7 Claims. There is no Class of equal priority receiving more favorable treatment than Classes 7 or 8 and no Class that is junior to Classes 7 or 8 that are receiving or retaining any property on account of their Claims or Interests. *Third*, the Plan does not discriminate unfairly with respect to Classes 7 or 8 because the Debtors believe Class 7 is vacant and Class 8 is not receiving materially different treatment than Holders of Interests with similar legal rights. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

**BB. Only One Plan—Section 1129(c).**

51. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in each of the Chapter 11 Cases.

**CC. Principal Purpose of the Plan—Section 1129(d).**

52. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

**DD. Good Faith Solicitation—Section 1125(e).**

53. The Debtors, the Released Parties, the Exculpated Parties, and any and all affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors of each of the foregoing, as applicable, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to support of the Plan and this Confirmation Order, including the execution, delivery, and performance of the Restructuring Support Agreement, solicitation of

acceptances of the Plan, and the Committee Settlement, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

**EE. Satisfaction of Confirmation Requirements.**

54. Based on the foregoing, the Plan satisfies the requirements for Confirmation thereof set forth in section 1129 of the Bankruptcy Code.

**FF. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.**

55. Without limiting or modifying the rights of the Debtors and Required Lenders under Article IX.B of the Plan, each of the conditions precedent to the Effective Date, as set forth in Article IX.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Section IX.B of the Plan.

**GG. Implementation.**

56. All documents necessary to implement the Plan and all other relevant and necessary documents (including the Exit Facility Documents, the New Topco Operating Agreement, the SPV Operating Agreement, the New Corporate Governance Documents, the New Employment Contracts, the Emergence Bonus Program, the Reorganized Debtor Professional Services Agreement, the Seller Note Assignment Documents, and the Transition Services Agreement) have been negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal or state law.

**HH. Disclosure of Facts.**

57. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

**II. Good Faith.**

58. The Debtors, the Released Parties, and the Releasing Parties have acted in good faith in negotiating and proposing the Plan. The Plan will enable the Debtors to preserve jobs long term, substantially reduce the Debtors' funded indebtedness, pay all Allowed General Unsecured Claims in full, provide a distribution to Holders of Dolan Interests, and afford the Debtors the appropriate capital structure to maintain viable businesses into the future. Further, the Plan effectuates a value-maximizing transaction for the Estates that was agreed-to only after significant efforts by the Debtors and negotiations with the Prepetition Lenders. The Debtors, the Released Parties, and the Releasing Parties will continue to be acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed by this Confirmation Order to reorganize the Debtors' businesses and effect the Exit Facility Documents, the New Topco Operating Agreement, the SPV Operating Agreement, the New Corporate Governance Documents, the New Employment Contracts, the Emergence Bonus Program, the Reorganized Debtor Professional Services Agreement, the Seller Note Assignment Documents, and the Transition Services Agreement.

**ORDER**

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

59. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

60. **Confirmation of the Plan.** The Plan, attached hereto as Exhibit A, the Plan Supplement, and each of the documents comprising the Plan Supplement (each of which are incorporated by reference into and are an integral part of the Plan) are hereby approved in their entirety and confirmed under section 1129 of the Bankruptcy Code.

61. **Disclosure Statement.** The Disclosure Statement is approved in all respects.

62. **Objections.** All objections and all reservations of rights pertaining to Confirmation of the Plan or approval of the Disclosure Statement that have not been withdrawn, waived, or settled are overruled on the merits.

63. **Deemed Acceptance of Plan as Modified.** The Debtors modified the Plan to address concerns raised by the U.S. Trustee and made certain nonmaterial clarifications. The Plan modifications were immaterial and comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Moreover, the Debtors' key constituents affected by such modifications support these changes. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended (with the consent of the Required Lenders) (the "Plan Modifications"). No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan Modifications.

64. **Omission of Reference to Particular Plan Provisions.** The failure specifically to include or to refer to any particular article, section, or provision of the Plan, Plan Supplement, or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provisions, it being the intent of the Court that the Plan and any related documents be confirmed and approved in their entirety.

65. **Plan Classifications Controlling.** The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtor except for voting purposes.

66. **No Action Required.** Pursuant to the appropriate provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act and other state laws, and section 1142(b) of the Bankruptcy Code, and otherwise, no action of the respective directors, equity holders, managers, or members of the Debtors or Reorganized Debtors, as applicable, is required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

67. **Means for Implementation of the Plan.** The provisions governing the means for implementation of the Plan set forth in Article IV of the Plan shall be, and hereby are, approved in their entirety.

68. **General Settlement of Claims and Interests; Restructuring Transactions.** Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code,

Bankruptcy Rule 9019, and this Confirmation Order, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan and/or this Confirmation Order, on the Effective Date, the provisions of the Plan and/or this Confirmation Order shall constitute a good-faith compromise and settlement of all Claims and Interests.

69. **Reorganized Equity.** All existing Dolan Interests shall be cancelled as of the Effective Date and New Topco shall issue the Reorganized Equity to Holders of Prepetition Credit Agreement Claims entitled to receive Reorganized Equity pursuant to the Plan. The issuance of Reorganized Equity, including any options for the purchase thereof and equity awards associated therewith, is authorized without the need for any further corporate action and without any further action by the Debtors, the Reorganized Debtors, or Reorganized Dolan, as applicable. The New Topco Operating Agreement shall authorize the issuance and distribution on the Effective Date of Reorganized Equity to the Distribution Agent for the benefit of Holders of Allowed Claims in Class 3. All Reorganized Equity issued under the Plan is duly authorized, validly issued, fully paid, and non-assessable and the Holders of Reorganized Equity shall not be required to execute the New Topco Operating Agreement before receiving their respective distributions of Reorganized Equity under the Plan. Any such Persons who do not execute the New Topco Operating Agreement shall be automatically deemed to have accepted the terms of the New Topco Operating Agreement (in their capacity as members of New Topco) and to be parties thereto without further action. The New Topco Operating Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of Reorganized Equity shall be bound thereby.

70. **Exit Facilities and Assignment of Seller Notes SPV.** On the Effective Date, the applicable Reorganized Debtors shall execute and deliver (a) the Exit Facility Credit Agreement,



(b) the Seller Note Assignment Documents, and (c) all related documents, including the Exit Facility Documents, to which the applicable Reorganized Debtors are intended to be a party on the Effective Date. All such documents shall become effective in accordance with their terms and the Plan.

71. **SPV Interests.** On the Effective Date, the Reorganized Debtors shall form the Seller Notes SPV for the benefit of Holders of Allowed Prepetition Credit Agreement Claims. Contemporaneously therewith, the Reorganized Debtors shall transfer all right, title, and interest in the Seller Notes, other than the Feiwell Note (as defined herein), to the Seller Notes SPV pursuant to the Seller Note Assignment Documents. The SPV Operating Agreement shall authorize the issuance and distribution on the Effective Date of SPV Interests to the Distribution Agent for the benefit of Holders of Allowed Prepetition Agreements Claims in Class 3. The issuance of SPV Interests is authorized without the need for any further corporate action and without any further action by the Debtors, the Reorganized Debtors, Reorganized Dolan LLC, or New Topco, as applicable. All SPV Interests issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and the holders of SPV Interests shall not be required to execute the SPV Operating Agreement before receiving their respective distributions of SPV Interests under the Plan. Any such Persons who do not execute the SPV Operating Agreement shall be automatically deemed to have accepted the terms of the SPV Operating Agreement (in their capacity as members of Seller Notes SPV) and to be parties thereto without further action. The SPV Operating Agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of SPV Interests shall be bound thereby.

72. **Transition Services Agreement.** On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall enter into the Transition Services Agreement with DiscoverReady, which shall become effective in accordance with its terms and the Plan.

73. **Professional Services Agreement.** On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall execute and deliver the Reorganized Debtor Professional Services Agreement with Bayside, which shall become effective in accordance with its terms and the Plan.

74. **Restructuring Transactions.** On the Effective Date, the Debtors, with the consent of the Required Lenders, or Reorganized Debtors, as applicable, shall enter into the Restructuring Transactions, including but not limited to those transactions set forth in the Restructuring Transactions Memorandum, and shall take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Debtors, to the extent provided therein. The Restructuring Transactions may include one or more intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions as may be determined by the Debtors or Reorganized Debtors, as applicable, to be necessary or appropriate. The actions to implement the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment,

assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (d) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Plan.

75. **Corporate Existence.** Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a Reorganized Debtor as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation or governing documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation or governing documents) are amended by the Plan or otherwise. Consequently, Intercompany Interests shall be retained, and the legal, equitable, and contractual rights to which Holders of Intercompany Interests are entitled shall remain unaltered to the extent necessary to implement the Plan. To the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

76. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (unless otherwise released or discharged pursuant to the Plan), and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations under the Exit Facilities and the Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

77. **Cancellation of Existing Securities.** On the Effective Date, except to the extent otherwise provided in the Plan or this Confirmation Order (including with respect to the Committee Settlement), all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Prepetition Credit Agreement Claims, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto and the obligations of the Debtors or Reorganized Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided, however,* that notwithstanding this Confirmation Order or Consummation of the Plan, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive distributions under the Plan; *provided further, however,* that Dolan Interests shall survive the Effective Date solely to the extent necessary to allow Holders of

Dolan Interests to receive distributions from the Equity Trust; *provided further, however*, that the preceding provisos do not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, this Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable.

78. **Corporate Action.** Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (a) adoption or assumption, as applicable, of the agreements with existing management; (b) selection of the directors, managers, and officers for the Reorganized Debtors; (c) implementation of the Restructuring Transactions; (d) the applicable Reorganized Debtors' entry into the Exit Facility Credit Agreement and the Seller Note Assignment Documents; and (e) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, are authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the Exit Facility Credit Agreement and the Seller Note Assignment Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The foregoing authorizations and approvals, and any

others contemplated in the Plan, shall be effective notwithstanding any requirements under nonbankruptcy law.

79. **New Corporate Governance Documents.** To the extent required by applicable law, on or immediately before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, will file their respective New Corporate Governance Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. The New Corporate Governance Documents shall prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Corporate Governance Documents as permitted by the laws of their respective states, provinces, or countries of incorporation and their respective New Corporate Governance Documents.

80. **Director, Managers, and Officers of the Reorganized Debtors.** As of the Effective Date, the officers, directors, and/or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Corporate Governance Documents. Each such officer, director, and/or manager shall serve from and after the Effective Date pursuant to the terms of the New Corporate Governance Documents and other constituent documents of the Reorganized Debtors.

81. In connection with the Restructuring Transactions, the Debtors will secure tail liability coverage for the Debtors' directors and officers effective as of the Effective Date that is consistent with the existing directors and officers liability coverage for a period of six years,

which tail liability coverage was pre-bound before the Petition Date and invoiced and shall be paid on the Effective Date.

82. **Effectuating Documents; Further Transactions.** On and after the Effective Date, the Reorganized Debtors and the officers, managers, and members of the New Boards thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan, including the Reorganized Equity, in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except those expressly required pursuant to the Plan.

83. **New Employment Contracts.** On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall enter into the New Employment Contracts with the employees covered by such New Employment Contracts, and such New Employment Contracts shall become effective in accordance with their terms and the Plan.

84. **Emergence Bonus Program.** On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall make all payments required under the Emergence Bonus Program pursuant to its terms.

85. **Section 1145 Exemption.** Pursuant to section 1145 of the Bankruptcy Code, the issuance of the Reorganized Equity, the SPV Interests, and interests in the Equity Trust as contemplated by the Plan and/or this Confirmation Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, the Reorganized Equity and

the SPV Interests will be freely tradable in the U.S. by the recipients thereof without regard to the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act. In addition, any restrictions on transfer set forth in the New Topco Operating Agreement or the SPV Operating Agreement will apply.

86. **Section 1146 Exemption.** Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property or any Interests pursuant to the Plan, including the recording of any amendments to such transfers, or any new mortgages or liens placed on the property in connection with such transfers, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and pursuant to this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

87. **Preservation of Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of



the Effective Date, other than the following Causes of Action, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date: (a) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, or this Confirmation Order; and (b) all Causes of Action that arise under (i) sections 544, 547, and 548 of the Bankruptcy Code and (ii) state fraudulent conveyance law, in each case, solely related to payments made in the 90 days prior to the Petition Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity 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 it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, may prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of this Court, the Reorganized Debtors have expressly reserved all Causes of Action, for later adjudication, and 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 this Confirmation Order or Consummation of the Plan.

88. The Reorganized Debtors reserve and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in

the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of this Court.

89. **Treatment of Executory Contracts and Unexpired Leases.** The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan shall be, and hereby are, approved in their entirety. For the avoidance of doubt, the Reorganized Debtors shall assume all Executory Contracts and Unexpired Leases, including any amendments, modifications, or supplements thereto, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject filed on or before the Effective Date; or (d) is identified as an Executory Contract or Unexpired Lease on the Rejected Executory Contracts and Unexpired Leases List.

90. **Provisions Governing Distributions.** The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Disbursing Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

91. **Procedures for Resolving Disputed, Contingent, and Unliquidated Claims or Equity Interests.** The procedures for resolving contingent, unliquidated, and disputed Claims contained in Article VII of the Plan shall be, and hereby are, approved in their entirety.

92. **Release, Exculpation, Discharge, and Injunction Provisions.** The release, exculpation, discharge, injunction, and related provisions set forth in Article VIII of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

- a. **Debtor Release.** The Debtor Release set forth in Article VIII.C of the Plan is hereby approved.
- b. **Third-Party Release.** The Third-Party Release set forth in Article VIII.D of the Plan is hereby approved.
- c. **Exculpation.** The Exculpation set forth in Article VIII.E of the Plan is hereby approved.
- d. **Injunction.** The Injunction provision set forth in Article VIII.F of the Plan is hereby approved.
- e. **Release of Liens.** The Release of Liens provision set forth in Article VIII.H of the Plan is hereby approved.

93. **Professional Fee Escrow Account.** As soon as reasonably practicable after the entry of this Confirmation Order and no later than one day prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account. The Debtors shall fund the Professional Fee Escrow Account with Cash in the amount of the aggregate Professional Fee Escrow Amount for all Professionals and such Professionals shall be paid pursuant to Article II.B of the Plan. The Professional Fee Escrow Account shall be maintained in trust for

the Professionals. Such fund shall not be considered property of the Debtors' Estates, except as otherwise provided in Article II.B of the Plan.

94. **Utility Order.** On or as reasonably practicable after the Effective Date, the Reorganized Debtors are authorized to withdraw the funds held in the segregated escrow account pursuant to the *Final Order (A) Determining Adequate Assurance of Payment for Future Utility Services, (B) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* [Docket No. 153] (the "Utility Order"), and the Reorganized Debtors shall have no further obligations to comply with the Utility Order. If applicable, all utilities, including any Person or Entity that received a deposit or other form of adequate assurance of performance under section 366 of the Bankruptcy Code during the Chapter 11 Cases in compliance with the Utility Order or otherwise, must return such deposit or other form of adequate assurance of performance to the Debtors or the Reorganized Debtors, as the case may be, on or before the Effective Date, *provided* that any such utility may apply such deposit or other form of adequate assurance of performance to the Reorganized Debtors' account within 30 days of the Effective Date.

95. **Conditions to Effective Date.** The provisions governing the conditions precedent to the Effective Date set forth in Article IX of the Plan shall be, and hereby are, approved in their entirety.

96. **Modifications or Amendments.** The provisions governing the modification, revocation, or withdrawal of the Plan set forth in Article X of the Plan shall be, and hereby are, approved in their entirety.

97. **Retention of Jurisdiction.** The provisions governing the retention of jurisdiction set forth in Article XI of the Plan shall be, and hereby are, approved in their entirety. The Court may properly, and upon the Effective Date shall, retain exclusive jurisdiction over the matters arising in, and under, and related to, the Chapter 11 Case, as set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code. The Court also shall retain jurisdiction over the Equity Trust and all matters pertaining to same, including the maintenance, preservation, and monetization of the Trust Assets.

98. **Immediate Binding Effect.** Subject to Article IX of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the Plan and the Plan Supplement shall be immediately effective and enforceable to the fullest extent permitted under the Bankruptcy Code and applicable nonbankruptcy law.

99. Notwithstanding anything to the contrary in the Plan, the Bankruptcy Rules, including Bankruptcy Rule 3020(e), or otherwise, this Confirmation Order shall become immediately effective and enforceable upon its entry.

100. **Payment of Statutory Fees.** All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors or Reorganized Debtors, as applicable, for each quarter (including any fraction thereof) until the Chapter 11 Cases are dismissed or closed, whichever occurs first.

101. **Dissolution of Committees.** On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall immediately dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to the establishment of the Equity Trust and the transfer of the Trust Assets into the

Equity Trust; *provided, however*, that upon the establishment of the Equity Trust, the Equity Committee shall immediately dissolve and its members shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. Except for fees and expenses incurred in connection with the establishment of the Equity Trust and the transfer of the Trust Assets into the Equity Trust, the Estates or the Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

102. **Effectiveness of All Actions.** Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, or stockholders of the Debtor and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations, of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, agreements, and any amendments or modifications thereto.

103. **Effect of Conflict Between Plan and Confirmation Order.** Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any

provision of the Plan, the Plan shall govern and control; *provided, however*, with respect to any conflict or inconsistency between the Plan and this Confirmation Order, this Confirmation Order shall govern. Furthermore, this Confirmation Order shall supersede any Court orders issued before the Confirmation Date that may be inconsistent with this Confirmation Order.

104. **Nonseverability of Plan Provisions and Confirmation Order.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtor; and (c) nonseverable and mutually dependent. Each provision of this Confirmation Order, including any pertaining to the Committee Settlement, is nonseverable and mutually dependent on each other term of this Confirmation Order and the Plan.

105. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

106. **Failure of Consummation.** If the Effective Date does not occur, then: (a) the Plan and this Confirmation Order will be null and void in all respects; (b) any settlement or compromise embodied in the Plan or this Confirmation Order, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or this Confirmation Order shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action, (ii) prejudice in any manner the rights of any Debtor, the Equity Committee, or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor, the Equity Committee, or any other Entity, and all parties shall revert to the status quo as if this Confirmation Order had not been entered.

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

108. **Post-Confirmation Modifications.** Without need for further order or authorization of the Court, the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan and this Confirmation Order. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors, with the consent of the Required Lenders, and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan; *provided* that such actions do not affect the Equity Committee Settlement in any way. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan. Any modifications to the



Plan shall be subject to the Restructuring Support Agreement so long as such agreement shall remain effective.

109. **Notice of Confirmation Order.** In accordance with Bankruptcy Rules 2002 and 3020(c), within 28 days of the date of entry of this Confirmation Order, the Reorganized Debtors shall cause the notice of Confirmation (the "Confirmation Notice"), substantially in the form attached hereto as **Exhibit B**, to be served by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors or Reorganized Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Mailing of the Confirmation Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c) and no further notice is necessary.

110. The Confirmation Notice shall have the effect of an order of the Court, shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law. The Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

111. **Applicable Nonbankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

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

113. **Resolution of Equity Committee Objections.** In resolution of the Equity Committee's Plan Objection, the Equity Committee shall establish a trust for the benefit of Holders of Class 8 Dolan Interests and the Debtors or Reorganized Debtors, as applicable, shall transfer certain assets into the trust, as set forth more fully below.

a. **Creation and Governance of Equity Trust; Appointment of the Equity Trustee.** As soon as reasonably practical following entry of this Confirmation Order, the Equity Committee shall take all steps reasonably necessary to establish a trust (the "Equity Trust") for the benefit of Holders of Class 8 Dolan Interests (the "Trust Beneficiaries") in accordance with a trust agreement (the "Trust Agreement") that, among other things, shall establish the Equity Trust and describes the powers, duties, and responsibilities of a trustee (to be selected by the Equity Committee) (the "Equity Trustee").

b. **Transfer of Trust Assets to the Equity Trust.** On or as soon as reasonably practicable following the Effective Date and creation of the Equity Trust, the Debtors or the Reorganized Debtors, as applicable, shall irrevocably transfer all their rights, title, and interest in and to \$2.0 million in cash (the "Equity Cash") and that certain Secured Promissory Note, dated as of July 1, 2013, by and between Feiwell and Hanny Professional Corporation and American Processing Company LLC (the "Feiwell Note," and together with the

Equity Cash, the "Trust Assets"), to the Equity Trust. Pending such transfer, the Debtors or the Reorganized Debtors, as applicable, shall hold the Trust Assets in trust for the benefit of the Trust Beneficiaries; *provided that*, for the avoidance of doubt, the establishment of the Equity Trust and the transfer of the Trust Assets thereto shall not be conditions precedent to the Effective Date.

c. **Allocation of Trust Assets Among Trust Beneficiaries.** The proceeds of the Trust Assets shall be allocated as follows: (1) 20.13 percent shall be allocated Pro Rata to holders of the Debtors' Series B preferred stock (the "Preferred Stock") as of the Equity Record Date (as defined below); and (2) 79.87 percent shall be allocated Pro Rata to holders of the Debtors' common stock (the "Common Stock") as of the Equity Record Date. The "Equity Record Date" shall be the Effective Date; *provided, however*, that if the Equity Record Date cannot be established as of the Effective Date, the record date shall be established as of the earlier possible date following the Effective Date.

d. **Cooperation of the Debtors and Reorganized Debtors.** The Debtors or Reorganized Debtors, as applicable, shall reasonably cooperate with the Equity Trustee in its administration of the Equity Trust, including, without limitation, with respect to reasonable requests by the Equity Trustee that the Debtors or Reorganized Debtors, as applicable, provide information and access to pertinent documents to enable the Equity Trustee to perform its duties hereunder and under the Trust Agreement or to take other actions which the Equity Trustee reasonably requests to facilitate the efficient distribution of the Trust Assets to the Trust Beneficiaries through Depository Trust Company or otherwise.

114. **WGC Objection.** On the Effective Date, the Debtors are authorized to assume their obligations under (a) that certain services agreement (the "Services Agreement"), dated as of February 22, 2008, by and between American Processing Company, LLC ("APC") and Wilford Geske & Cook, P.A. ("WGC"), and (b) that certain office and space sharing agreement (the "OASSA," and collectively with the Services Agreement, the "WGC Agreements"), dated as of April 24, 2009, by and between APC and WGC; *provided, however*, that the assumption of the WGC Agreements shall not relieve the Debtors of their obligation pursuant to section 365 of the Bankruptcy Code to cure any default under the WGC Agreements arising on or before the Effective Date, including any such defaults asserted in the *Response and Objection of Wilford, Geske & Cook, P.A. to Notice of Counterparties of Executory Contracts and Unexpired Leases* [Docket No. 197] (the "WGC Objection"); *provided further* that if the WGC Objection cannot be resolved by the Reorganized Debtors and WGC, the Court may hear the WGC Objection at a later date as set by the Court. Pursuant to Article IV.I of the Plan, on and after the Effective Date, the Reorganized Debtors are authorized to compromise or settle any Claims, Interests, or Causes of Action, including those arising under the WGC Agreements or related to the WGC Objection, without the supervision or approval by the Court.

115. **Albertelli Objection.** Notwithstanding anything to the contrary in this Confirmation Order or the Plan:

- a. the setoff rights, recoupment rights, or any other defenses, if any, of James E. Albertelli, P.A. d/b/a Albertelli Law and The Albertelli Law Firm P.C. (collectively, "Albertelli Law") against one or more of the Debtors are hereby fully preserved, and shall not be diminished or impeded by this Confirmation Order or the Plan. If Albertelli Law is entitled to seek to establish its setoff and/or

recoupment rights, if any, and to exercise setoff and/or recoupment rights, then such rights shall be entitled to be asserted against any assignee or holder of the Seller Notes including, but not limited to, the Seller Notes SPV to the same extent that it could have been asserted against such assigning Debtor or Debtors;

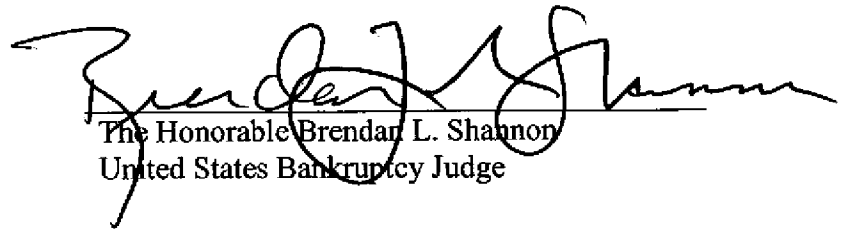
b. without in any way limiting the foregoing, any Claim, setoff, recoupment, or any other defense of Albertelli Law, if any, shall be fully preserved and shall not be diminished, impeded, discharged, released, or enjoined, whether by Articles IV or VIII of the Plan or this Confirmation Order;

c. upon the occurrence of the Effective Date, the Claims asserted by Albertelli Law shall be resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided, however*, that the rights of the Debtors or Reorganized Debtors, as applicable, to contest the same and seek adjudication of such Claim by the Court are fully preserved. Likewise, Albertelli Law may contest the adjudication of such Claim by this Court. For the avoidance of doubt, the rights of the Debtors, the Reorganized Debtors, and Albertelli Law, as applicable, regarding the forum in which Albertelli Law's Claim or Claims, if any, against one or more Debtors may be adjudicated are fully reserved; and

d. for the avoidance of doubt, the Third-Party Release contained in Article VIII.D of the Plan shall not limit Albertelli Law's rights pursuant to Paragraph 115 of this Confirmation Order; *provided, however*, that only upon the satisfaction in full of the Allowed Claims of Albertelli Law, if any, the Third-Party Release contained in Article VIII.D of the Plan shall be effective.

116. **Final Order.** This Confirmation Order is intended to be a final order and the period within which an appeal must be filed commences upon the entry hereof.

Dated: June 9, 2014  
Wilmington, Delaware

  
The Honorable Brendan L. Shannon  
United States Bankruptcy Judge