

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release Resulting from Bankruptcy-Reel/Frame: 5826/0942		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, As Successor Collateral Agent		03/21/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Speedstar Holding Corporation		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
Name:	Speedstar Acquisition Corporation		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
Name:	Transtar Holding Company		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
Name:	Transtar Group, Inc.		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
Name:	Transtar Industries, Inc.		
Street Address:	7350 Young Drive		
City:	Walton Hills		
TRADEMARK			

State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: OHIO
Name:	Transtar International, Inc.
Street Address:	7350 Young Drive
City:	Walton Hills
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: OHIO
Name:	Transtar Autobody Technologies, Inc.
Street Address:	7350 Young Drive
City:	Walton Hills
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: OHIO
Name:	Axiom Autobody Technologies, Inc.
Street Address:	7350 Young Drive
City:	Walton Hills
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: DELAWARE
Name:	Axiom Technologies Holding Corporation, Inc.
Street Address:	7350 Young Drive
City:	Walton Hills
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: DELAWARE
Name:	DIY Transmission Parts, LLC
Street Address:	7350 Young Drive
City:	Walton Hills
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1931852	BODY-TEC
Registration Number:	1640116	BOND-TEC
Registration Number:	3025477	EURO CLASSIC

Property Type	Number	Word Mark
Registration Number:	3025476	EURO KWIK
Registration Number:	3379320	EURO ULTRAV
Registration Number:	1917076	FINISH TEC
Registration Number:	1884484	HYDROBASE
Registration Number:	1890743	HYDROFLEX
Registration Number:	3147099	TRUE FINISH
Registration Number:	1997058	ULTRA FLEX
Registration Number:	2878683	ENGINE WORKS
Registration Number:	2800078	ENGINE WORKS
Registration Number:	2800046	ENGINE WORKS
Registration Number:	2410617	NICKELS
Registration Number:	2790997	NICKELS PERFORMANCE
Registration Number:	1878571	TRANSTAR
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	1744939	TM
Registration Number:	3386291	800PS
Registration Number:	3068752	AMBERSOL
Registration Number:	3294656	AXIOM
Registration Number:	3726782	AXIOM
Registration Number:	3197696	AXIOM
Registration Number:	3213344	AXIOM
Registration Number:	3181997	AXIOM ESOURCE
Registration Number:	1600009	SENTINEL
Registration Number:	1744938	TRANS MART
Registration Number:	3139694	TRANS MART
Registration Number:	3558582	TRANSTAR ESOURCE
Registration Number:	2709199	APCOAIR
Registration Number:	3068769	AIR-O-CRIMP
Registration Number:	3210382	PERFORMANCE PLUS
Registration Number:	3379368	TORQZILLA
Registration Number:	1763304	DACCO
Registration Number:	3642062	ETX TRANSMISSIONS
Registration Number:	3642061	ETX TRANSMISSIONS
Registration Number:	2117795	A
Registration Number:	2103525	ACCURATE TRANSMISSIONS

CORRESPONDENCE DATA

**TRADEMARK
REEL: 007190 FRAME: 0003**

Fax Number: 2166960740

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.

Phone: 216-861-6488

Email: bhipdocket@bakerlaw.com

Correspondent Name: Brendan E. Clark

Address Line 1: 127 Public Square, Suite 2000, Key Tower

Address Line 2: BakerHostetler

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	112988.000001
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NAME OF SUBMITTER:	Brendan E. Clark
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SIGNATURE:	/Brendan E. Clark/
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DATE SIGNED:	02/11/2021
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Total Attachments: 215

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

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

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

Dated: New York, New York
February 21, 2017

JONES DAY
Scott J. Greenberg
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

Carl E. Black (admitted *pro hac vice*)
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-7035
Facsimile: (216) 579-0212

Counsel for the Debtors and Debtors in Possession

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

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BakerHostetler
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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

A. Definitions.

The capitalized terms set forth below shall have the following meanings:

1.1 *Administrative Agent* means, as applicable, the First Lien Credit Facility Agent or the Second Lien Credit Facility Agent.

1.2 *Administrative Claim* means a Claim, other than a Fee Claim, a claim for payment of U.S. Trustee Fees or a DIP Claim, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the business of the Debtors (such as wages, salaries or commissions for services rendered).

1.3 *Allowed* _____ *Claim* means a Claim that is Allowed in the specified Class. For example, an Allowed Class 1 Claim or an Allowed First Lien Credit Agreement Claim is an Allowed Claim in the First Lien Credit Agreement Claims Class designated herein as Class 1.

1.4 *Allowed* means, with respect to any Claim or Interest, to the extent such Claim or Interest is: (a) not Disputed; and (b)(i) is scheduled by the Debtors in their schedules of assets and liabilities (if filed) pursuant to the Bankruptcy Code and Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated or disputed and for which no contrary proof of claim has been filed, (ii) proof of which has been timely filed, or deemed timely filed, with the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Bankruptcy Court, or late filed with leave of the Bankruptcy Court; and not objected to within the period fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules and/or applicable orders of the Bankruptcy Court, (iii) has been allowed by an agreement between the holder of such Claim or Interest and the Debtors or Reorganized Debtors, or (iv) has otherwise been allowed by a Final Order or pursuant to the Plan. An Allowed Claim: (a) includes a previously Disputed Claim to the extent such Disputed Claim becomes allowed; and (b) shall be net of any setoff amount that may be asserted by any Debtor against the holder of such Claim, which shall be deemed to have been setoff in accordance with the provisions of the Plan.

1.5 *Ballot* means the ballot distributed to each holder of a Claim or Interest eligible to vote on the Plan, on which ballot such holder of a Claim or Interest may, *inter alia*, vote for or against the Plan.

1.6 *Bankruptcy Code* means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to the Reorganization Cases.

1.7 *Bankruptcy Court* means the United States Bankruptcy Court for the Southern District of New York, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

1.8 *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Southern District of New York), as applicable to the Reorganization Cases.

1.9 *Bar Date* means any deadline for filing proof of a Claim that arose on or prior to the Petition Date, if any, as established by an order of the Bankruptcy Court or the Plan.

1.10 *Business Day* means any day except a Saturday, Sunday, or "legal holiday" as such term is defined in Bankruptcy Rule 9006(a).

1.11 *Cash* means cash and cash equivalents, including, but not limited to, bank deposits, checks, and other similar items in the legal tender of the United States of America.

1.12 *Causes of Action* means any and all actions, causes of action (including causes of action under sections 362, 510, 542 through 550, and 553 of the Bankruptcy Code), suits, accounts, controversies, obligations, judgments, damages, demands, debts, rights, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment, and claims (as defined in section 101(5) of the Bankruptcy Code), whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or tort, arising in law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; and (c) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.13 *Claim* means a claim against a Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.14 *Class* means a group of Claims or Interests classified by the Plan pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article III of the Plan.

1.15 *Confirmation Date* means the date the Bankruptcy Court enters the Confirmation Order on its docket.

1.16 *Confirmation Hearing* means the hearing to adjudicate confirmation of the Plan.

1.17 Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders, and solely with respect to the Majority Equity Holder Release, the Majority Equity Holder.

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

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

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

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

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

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

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

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

1.26 Debtors means Speedstar Holding Corporation, Transtar Holding Company, DACCO Transmission Parts (NY), Inc., ABC Transmission Parts Warehouse, Inc., Alma Products I, Inc., Atco Products, Inc., Axiom Automotive Holdings Corp., Axiom Automotive Technologies, Inc., Axiom Technologies Holding Corp., Inc., DACCO, Incorporated, DACCO Transmission Parts (CA), Inc., DACCO Transmission Parts (CO), Inc., DACCO Transmission Parts (LA), Inc., DACCO Transmission Parts (NC), Inc., DACCO Transmission Parts (NJ), Inc., DACCO Transmission Parts (NM), Inc., DACCO/Detroit of Alabama, Inc., DACCO/Detroit of Arizona, Inc., DACCO/Detroit of Chattanooga, Inc., DACCO/Detroit of Florida, Inc., DACCO/Detroit of Georgia, Inc., DACCO/Detroit of Indiana, Inc., DACCO/Detroit of Kentucky, Inc., DACCO/Detroit of Maryland, Inc., DACCO/Detroit of Memphis, Inc., DACCO/Detroit of Michigan, Inc., DACCO/Detroit of Minnesota, Inc., DACCO/Detroit of Missouri, Inc., DACCO/Detroit of New Jersey, Inc.,

DACCO/Detroit of Ohio, Inc., DACCO/Detroit of Oklahoma, Inc., DACCO/Detroit of Pennsylvania, Inc., DACCO/Detroit of South Carolina, Inc., DACCO/Detroit of Texas, Inc., DACCO/Detroit of Virginia, Inc., DACCO/Detroit of West Virginia, Inc., DACCO/Detroit of Wisconsin, Inc., DIY Transmission Parts LLC, ETX Holdings, Inc., ETX Transmissions, Inc., ETX, Inc., Michigan Equipment Corporation, Nashville Transmission Parts, Inc., Transtar Autobody Technologies, Inc., Transtar Group, Inc., Transtar Industries, Inc., and Transtar International, Inc.

1.27 *DIP Agent* means Silver Point Finance, LLC (or one of its affiliates), in its capacity as administrative agent, collateral agent and L/C Arranger under and as defined in the DIP Credit Agreement.

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

1.29 *DIP Credit Agreement* means that certain senior secured debtor-in-possession credit agreement, dated November 23, 2016, by and among Speedstar, as Holdings, Transtar, as Borrower, the DIP Agent, and the DIP Lenders, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein).

1.30 *DIP Facility* means the senior secured debtor-in-possession delayed draw credit facility provided under the DIP Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

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

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

1.33 *Disallowed* means (a) a finding of the Bankruptcy Court in a Final Order or (b) a provision of the Plan, in each case providing that a Claim or a portion thereof shall not be an Allowed Claim.

1.34 *Disbursing Agent* means the entity or entities, which may be a Reorganized Debtor, designated by the Debtors or the Reorganized Debtors, as applicable, to make Distributions under the Plan. For the avoidance of doubt, the DIP Agent shall serve as Disbursing Agent for holders of DIP Claims under the DIP Credit Agreement, the First Lien Credit Facility Agent shall serve as Disbursing Agent for holders of First Lien Credit Agreement Claims and the Second Lien Credit Facility Agent shall serve as Disbursing Agent for holders of Second Lien Credit Agreement Claims.

1.35 *Disclosure Statement* means the disclosure statement that relates to the Plan and is approved by the Bankruptcy Court pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, as such Disclosure Statement may be amended, modified, or supplemented (and all exhibits and schedules annexed thereto or referred to therein and all supplements thereto).

1.36 *Disputed* means, with respect to a Claim or Interest, that portion (including, when appropriate, the whole) of such Claim or Interest that: (a) if the Debtors are required by the Bankruptcy Court to file schedules of assets and liabilities, (i) has not been scheduled by the Debtors or has been scheduled in a lesser amount or priority than the amount or priority asserted by the holder of such Claim or Interest; or (ii) has been scheduled by the Debtors as contingent, unliquidated or disputed and for which no proof of claim has been timely filed; (b) is the subject of an objection or request for estimation filed in the Bankruptcy Court which has not been withdrawn or overruled by a Final Order; and/or (c) is otherwise disputed by any of the Debtors or Reorganized Debtors in accordance with applicable law, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

1.37 *Distribution* means the distribution, in accordance with the terms of the Plan, of (i) Cash, (ii) obligations under the First Lien Credit Agreement Amendment, (iii) New PIK Notes, and (iv) New Common Stock, in each case, if any, and as the case may be.

1.38 *Distribution Address* means the address set forth in the relevant proof of claim. If no proof of claim is filed in respect to a particular Claim, then the address set forth in the Debtors' books and records or register maintained for registered securities; provided, that, with respect to First Lien Credit Agreement Claims, the Distribution Address shall be the address of the First Lien Credit Facility Agent and with respect to Second Lien Credit Agreement Claims, the Distribution Address shall be the address of the Second Lien Credit Facility Agent.

1.39 *Distribution Date* means (a) with respect to the DIP Claims, the earlier of (i) the maturity date of the DIP Facility as provided in the documents evidencing such facility, or (ii) the Effective Date; (b) with respect to the First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims, the Effective Date, (c) with respect to Administrative Claims, Other Priority Claims, Priority Tax Claims, Other Secured Claims, Electing Ordinary Course General Unsecured Claims and Other General Unsecured Claims, the date that is the latest of: (i) the Effective Date (or as soon thereafter as reasonably practicable); (ii) the date such Claim would ordinarily be due and payable; and (iii) the date (or as soon thereafter as reasonably practicable) that is 15 days (or, if such date is not a Business Day, on the next Business Day thereafter) after such Claim becomes an Allowed Claim or otherwise becomes payable under the Plan, and (d) with respect to Fee Claims, the date (or as soon thereafter as reasonably practicable) that such Claims are allowed by Final Order of the Bankruptcy Court.

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

1.41 *Effective Date* means a date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which the Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 12.2 of the Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

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

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

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

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

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

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

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

1.48 *Fee Claim* means a Claim by a (a) Professional Person (other than an ordinary course professional retained pursuant to an order of the Bankruptcy Court) for compensation or reimbursement pursuant to section 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases; or (b) member of the Creditors' Committee, if any, arising under section 503(b)(3)(F) of the Bankruptcy Code.

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

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

1.51 *Final Order* means an order or judgment of the Bankruptcy Court, as entered on the docket of the Bankruptcy Court, that has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing, remand or certiorari is pending; or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.52 *First Lien Credit Agreement* means that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012, among Speedstar Holding Corporation, as Holdings, Transtar Holding Company, as Borrower, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

1.53 *First Lien Credit Agreement Amendment* means that certain amendment to the First Lien Credit Agreement, substantially in the form set forth in the Plan Supplement, which shall be entered into on and as of the Effective Date.

1.54 *First Lien Credit Agreement Claim* means any Claim arising under the First Lien Credit Agreement, including any: (i) First Lien Revolving Facility Claim; and (ii) First Lien Term Loan Claim.

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

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

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

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

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

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

1.61 *First Lien Term Loan Facility* means that certain term loan in the principal amount of \$370,000,000 made pursuant to the First Lien Credit Agreement.

1.62 *Impaired* means with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.63 *Intercompany Claim* means any Claim (including an Administrative Claim), cause of action, or remedy against a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.64 *Intercompany Interest* means an Interest, other than an Existing Interest, in a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.65 *Interest* means any equity interest in any Debtor, including an equity security within the meaning of section 101(16) of the Bankruptcy Code or any option, warrant, or right, contractual or otherwise, to acquire any such interest.

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

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

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

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

1.69 *Management Incentive Plan* means the management incentive plan that shall be adopted by the Reorganized Debtors on or around the Effective Date, pursuant to which certain members of the Reorganized Debtors' management shall receive New Common Stock and New PIK Notes, subject to the terms and conditions of such plan.

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

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

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

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

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

1.75 *New Common Stock* means the new common stock of Reorganized Speedstar, described in Article VII hereof, issued on the Effective Date and distributed in the manner provided by the Plan, which shall represent 100% of the outstanding common stock of Reorganized Speedstar on the Effective Date.

1.76 *New Intercreditor Agreement* means that certain intercreditor agreement by and between the Senior Exit Facility Agent and the First Lien Credit Facility Agent, dated as of the Effective Date.

1.77 *New PIK Notes* means \$60 million in unsecured convertible notes to be issued by Reorganized Speedstar with the terms set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

1.78 *New Stockholders Agreement* means that certain agreement governing the rights, duties and obligations of holders of the New Common Stock of Reorganized Speedstar, substantially in the form set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

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

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

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

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

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

1.84 *Ordinary Course General Unsecured Claim* means any unsecured Claim that is: (i) a Trade Claim; or (ii) associated with the Debtors' ordinary course operations (including Claims held by employees and ordinary course professionals, as well as Claims related to information technology and/or safety capital expenses); or (iii) related to a pension plan or other postemployment benefit. For the avoidance of doubt, Ordinary Course General Unsecured Claims shall not include, without limitation: (a) Claims arising from the rejection of any executory contract or unexpired lease; (b) Claims relating to pending or threatened litigation; and (c) any First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims, including, in each case, any deficiency claims.

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

1.86 *Other General Unsecured Claim* means any Claim that is not: (a) an Administrative Claim, (b) an Other Priority Claim, (c) a Priority Tax Claim, (d) a claim for U.S. Trustee Fees, (e) an Other Secured Claim, (f) a DIP Claim, (g) a First Lien Credit Agreement Claim, (h) a Second Lien Credit Agreement Claim, (i) an Electing Ordinary Course General

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

1.87 Other Priority Claim means any Claim entitled to priority pursuant to section 507(a) or 507(b) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) a Fee Claim; (d) a DIP Claim; or (e) any Claim for "adequate protection" of the secured interests of the First Lien Lenders.

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

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

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

1.91 Person means any individual, corporation, partnership, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, including, for the avoidance of doubt, the Creditors' Committee, if any, Interest holders, current or former employees of the Debtors, or any other entity.

1.92 Petition Date means November 20, 2016.

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

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

1.95 Plan means this *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, dated as of the date set forth on the first page hereof, for the Debtors, together with any amendments or modifications hereto as the Debtors may file hereafter (such amendments or modifications only being effective if approved by order of the Bankruptcy Court), which shall be in form and substance satisfactory to the Debtors and the Majority Consenting Lenders.

1.96 Plan Documents means the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the PIK Credit Agreement, the New Stockholders Agreement, the Non-Crossover Second Lien Lender Schedule, the Non-Crossover Second Lien Lender Certification, the Schedule of Rejected Contracts and Leases, the list of proposed officers and directors of the Reorganized Debtors, the amended certificates of incorporation of the

Reorganized Debtors, the amended by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

1.97 Plan Supplement means the supplemental appendix to the Plan, which contains, among other things, substantially final forms or executed copies, as the case may be, of the Plan Documents, with the exception of the list of proposed officers and directors of the Reorganized Debtors, which the Debtors will file separately no later than seven days prior to the Confirmation Hearing.

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

1.99 Pro Rata means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in such Class, excluding Disallowed Claims or Disallowed Interests.

1.100 Professional Person means a Person retained by order of the Bankruptcy Court in connection with the Reorganization Cases, pursuant to section 327, 328, 330 or 1103 of the Bankruptcy Code.

1.101 Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a provision allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable and contractual rights to which the Claim entitles the holder thereof.

1.102 Released Parties means each of, and solely in its capacity as such: (a) the Debtors and each of their non-Debtor direct or indirect subsidiaries; (b) the First Lien Credit Facility Agent; (c) the Consenting First Lien Lenders; (d) the Second Lien Credit Facility Agent, (e) the Consenting Second Lien Lenders; (f) the Majority Equity Holder; (g) the DIP Lenders; (h) the DIP Agent; (i) the manager, management company or investment advisor of any of the foregoing; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.103 Releasing Party means each of, and solely in its capacity as such: (a) the First Lien Credit Facility Agent; (b) the Consenting First Lien Lenders; (c) the Second Lien Credit Facility Agent, (d) the Consenting Second Lien Lenders; (e) the Majority Equity Holder; (f) the DIP Lenders; (g) the DIP Agent; (h) any holder of a Claim who voted to accept the Plan; (i) any holder of a Claim who voted to reject the Plan but who affirmatively elected to provide

releases by checking the appropriate box on the Ballot; (j) the manager, management company or investment advisor of any of the foregoing; and (k) with respect to the foregoing entities in clauses (a) through (j), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

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

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

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

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

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

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

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

1.111 *Second Lien Credit Agreement* means that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012, among Speedstar, as Holdings, Transtar, as Borrower, Cortland Capital Market Services, LLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

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

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

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

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

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

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

1.117 *Secured Claim* means, pursuant to section 506 of the Bankruptcy Code and section 1111 of the Bankruptcy Code, as applicable, that portion of a Claim that is secured by a valid, perfected and enforceable security interest, lien, mortgage or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of a Debtor in and to property of such Debtor's Estate, to the extent of the value of the holder's interest in such property as of the relevant determination date. The defined term Secured Claim includes any Claim that is a secured Claim pursuant to sections 506 and 553 of the Bankruptcy Code.

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

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

1.120 *Senior Exit Facility Credit Agreement* means that certain credit agreement governing the Senior Exit Facility, dated as of the Effective Date, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein), which shall be implemented on terms consistent with those set forth in the Restructuring Support Agreement.

1.121 *Senior Exit Facility* means the \$74.15 million super-senior secured delayed draw credit facility provided under the Senior Exit Facility Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

1.122 *Senior Exit Facility Distribution* means 17.5% of the New Common Stock and 17.5% of the New PIK Notes, to be distributed to the Senior Exit Facility Lenders who signed the Restructuring Support Agreement prior to November 19, 2016 at 12:00 p.m. (prevailing Eastern Time), in each case subject to dilution by the Management Incentive Plan.

1.123 *Senior Exit Facility Lenders* means the lenders under the Senior Exit Facility Credit Agreement (composed of Consenting First Lien Lenders that elect to participate in the Senior Exit Facility).

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

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

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

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

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

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

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

1.131 *U.S. Trustee Fees* means fees arising under 28 U.S.C. § 1930(a)(6) and accrued interest thereon arising under 31 U.S.C. § 3717.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. Except for the rules of construction contained in section 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of the Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. Appendices and Plan Documents.

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. The documents contained in the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, access the Plan Documents online at <https://cases.primeclerk.com/transtar>, or obtain a copy of the Plan Documents by a written request sent to the Debtors' claims agent at the following address:

Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, NY 10022
Attention: Benjamin Schrag
Telephone: (212) 257-5460
E-mail: TranstarInfo@primeclerk.com

ARTICLE II

METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS

2.1 *General Rules of Classification.*

Generally, a Claim is classified in a particular Class for voting and distribution purposes only to the extent the Claim qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes. Unless otherwise provided, to the extent a Claim qualifies for inclusion in a more specifically defined Class and a more generally defined Class, it shall be included in the more specifically defined Class.

2.2 *Settlement.*

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

2.3 *Formation of Debtor Groups for Convenience Purposes.*

The Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan and making Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities.

2.4 *Administrative, DIP Lender, Fee and Priority Tax Claims.*

Administrative Claims, DIP Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Article III in accordance with section 1123(a)(1) of the Bankruptcy Code.

2.5 *Deadline for Filing Fee Claims.*

All proofs or applications for payment of Fee Claims must be filed with the Bankruptcy Court by the date that is 45 days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter). **Any Person that fails to file such a proof of Claim or application on or before such date shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Claim.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than 65 days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter) or such other date as established by the Bankruptcy Court.

2.6 *U.S. Trustee Fees.*

On the Effective Date or as soon as practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees that are then due. Any U.S. Trustee Fees due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Reorganization Case, or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case. Any deadline for filing Administrative Claims or Fee Claims shall not apply to U.S. Trustee Fees.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

The following table designates the Classes of Claims and Interests under the Plan and specifies which Classes are (a) Impaired or Unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code or (c) deemed to accept or reject this Plan:

Class	Designation	Impairment	Entitled to Vote
Class 1A	First Lien Credit Agreement Claims	Yes	Yes
Class 1B	Non-Crossover Second Lien Credit Agreement Claims	Yes	Entitled to change vote ²
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4A	Electing Ordinary Course General Unsecured Claims	No	No (Deemed to accept)
Class 4B	Other General Unsecured Claims	Yes	No (Deemed to reject)
Class 5	Intercompany Claims	No	No (Deemed to accept)
Class 6	Intercompany Interests	No	No (Deemed to accept)
Class 7	Existing Interests	Yes	No (Deemed to reject)

ARTICLE IV

TREATMENT OF UNIMPAIRED CLAIMS

4.1 *DIP Claims.*

The DIP Claims shall be deemed to be Allowed Claims under the Plan. In full satisfaction, settlement, release and discharge of the Allowed DIP Claims, on the Effective Date, all Allowed DIP Claims shall be paid in full in Cash or refinanced by and with proceeds of the Senior Exit Facility. Upon payment and satisfaction in full of all Allowed DIP Claims, all Liens and security interests granted to secure such obligations, whether Claims in the Reorganization Cases or otherwise, shall be terminated and of no further force or effect. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and liens available pursuant to the DIP Facility and the DIP Order.

4.2 *Administrative Claims.*

Each holder of an Allowed Administrative Claim shall be paid 100% of the unpaid Allowed amount of such Claim in Cash on the Distribution Date. Notwithstanding the immediately preceding sentence, Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims. Notwithstanding the foregoing, the holder of an Allowed Administrative Claim may receive such other, less favorable treatment as may be agreed upon by the claimant and the Debtors or Reorganized Debtors.

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

4.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

4.4 *Fee Claims.*

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 2.5 of the Plan shall be payable by the Reorganized Debtors to the extent approved by a Final Order. Prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors estimates of any accrued but unpaid Fee Claims (collectively, the "**Estimated Fee Claims**"). On the Effective Date, the Debtors or Reorganized Debtors shall reserve and hold in an account Cash in an amount equal to the aggregate amount of each unpaid Estimated Fee Claim as of the Effective Date (minus any unapplied retainers). Such Cash shall be disbursed solely to the holders of Allowed Fee Claims as soon as reasonably practicable after a Fee Claim becomes an Allowed Claim. Upon payment of Allowed Fee Claims, Cash remaining in such account shall be reserved until all other applicable Allowed Fee Claims have been paid in full or all remaining applicable Fee Claims have been Disallowed or not otherwise permitted by Final Order, at which time any remaining Cash held in reserve with respect to the Estimated Fee Claims shall become the sole and exclusive property of the Reorganized Debtors. In the event that the aggregate amount of the Estimated Fee Claims is less than the aggregate amount of the Allowed Fee Claims, the Debtors or the Reorganized Debtors shall nonetheless be required to satisfy each Allowed Fee Claim in full, in Cash as soon as reasonably practicable after such Fee Claim becomes an Allowed Claim.

4.5 *Other Secured Claims – Class 2.*

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

4.6 *Other Priority Claims – Class 3.*

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

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

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

4.8 Intercompany Claims – Class 5.

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

4.9 Intercompany Interests – Class 6.

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

ARTICLE V

TREATMENT OF IMPAIRED CLASSES

5.1 First Lien Credit Agreement Claims – Class 1A.

On the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 hereof), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) 100% of the New Common Stock of Reorganized Speedstar and (b) 100% of the New PIK Notes (in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution) as payment in full, and in full and final satisfaction of, its Pro Rata share of \$224,600,000 of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of \$1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the avoidance of doubt, shall be \$200,000,000 (the "**Remaining Term Loans**"), as amended pursuant to the First Lien Credit Agreement Amendment.

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

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

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

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

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

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

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

5.3 Other General Unsecured Claims – Class 4B.

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

5.4 Existing Interests – Class 7.

On the Effective Date, or as soon thereafter as is practicable, the Existing Interests shall be cancelled and the holders thereof shall not receive or retain any distribution under the Plan on account of such Existing Interests.

ARTICLE VI

**ACCEPTANCE OR REJECTION OF
THE PLAN; EFFECT OF REJECTION BY ONE
OR MORE CLASSES OF CLAIMS OR INTERESTS**

6.1 Class Acceptance Requirement.

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds in dollar amount and more than one-half in number of holders of the Allowed Claims in such Class that have voted on the Plan.

6.2 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown."

Because Classes 4B and 7 are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan, as it may be modified and amended from time to time, under section 1129(b) of the Bankruptcy Code with respect to such Classes. Subject to Section 13.5 of the Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan or any Plan Document to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary. Subject to Section 13.5 of the Plan, the Debtors also reserve the right to request confirmation of the Plan, as it may be modified, supplemented or amended from time to time, with respect to any Class that affirmatively votes to reject the Plan.

6.3 Elimination of Vacant Classes.

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

ARTICLE VII

NEW COMMON STOCK

7.1 Authorization and Issuance of New Common Stock.

As of the Effective Date, Reorganized Speedstar shall authorize and issue the New Common Stock, which shall be distributed to the First Lien Lenders on account of the First

Lien Credit Agreement Claims. The New Common Stock shall represent 100% of the common stock of Reorganized Speedstar outstanding on the Effective Date, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution.

7.2 *New Stockholders Agreement.*

On and as of the Effective Date, Reorganized Speedstar shall enter into and deliver the New Stockholders Agreement to each entity that is intended to be a party thereto and such agreement shall be deemed to be valid, binding and enforceable in accordance with its terms, and each party thereto shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized Speedstar.

ARTICLE VIII

MEANS OF IMPLEMENTATION

8.1 *Restructuring Transaction.*

On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions (collectively, the "**Restructuring Transaction**"):

(a) pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges, and other Interests, except as provided in the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

(b) certificates of incorporation and by-laws of the Reorganized Debtors, in form and substance satisfactory to the Majority Consenting Lenders, shall be amended and restated as necessary to effectuate the terms of the Plan, and if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors, each in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders, shall be entered into as necessary to effectuate the terms of the Plan;

(c) Reorganized Speedstar shall issue the New Common Stock pursuant to the terms of the Plan and enter into the New Stockholders Agreement;

(d) Reorganized Speedstar shall issue the New PIK Notes;

(e) the Debtors shall consummate the Plan by: (i) making Distributions of the New Common Stock and New PIK Notes to the First Lien Lenders; (ii) paying all DIP Claims in full in Cash or refinancing such Claims pursuant to the Senior Exit Facility;

(iii) entering into the First Lien Credit Agreement Amendment; (iv) entering into the Senior Exit Facility; (v) entering into the New Intercreditor Agreement; (vi) making Cash distributions to holders of Non-Crossover Second Lien Credit Agreement Claims, Allowed Electing Ordinary Course General Unsecured Claims and Allowed Other General Unsecured Claims, as applicable; and (vii) making the Senior Exit Facility Distribution; and

(f) the releases provided for herein, which are an essential element of the Restructuring Transaction, shall become effective.

8.2 Option of Conversion of Corporate Form.

If agreed upon by the Debtors and Majority Consenting Lenders prior to the Effective Date (the "**Corporate Form Election**"), the corporate form of some or all of the Debtors may be converted from corporations to limited liability companies or limited partnerships on or after the Effective Date (the "**Corporate Form Conversion**"). In the event of a Corporate Form Election, on or after the Effective Date, the applicable Debtors shall be converted, merged or otherwise reorganized into limited liability companies or limited partnerships, as the case may be, and the membership interests or partnership interests in each Reorganized Debtor, as the case may be, shall be issued. In the event that a Corporate Form Election is made with respect to Reorganized Speedstar, all references herein to the New Common Stock shall be treated as references to the membership interests or partnership interests, as the case may be, in Reorganized Speedstar, which shall have substantially equivalent terms to those provided for the New Common Stock in the Plan.

8.3 Plan Funding.

The Distributions to be made in Cash under the terms of the Plan shall be funded from the Debtors' Cash on hand as of the Effective Date and the proceeds of the Senior Exit Facility.

8.4 Corporate Action.

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation, operating agreements or limited partnership agreements, as applicable, of each Reorganized Debtor shall, *inter alia*, prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation, limited partnership agreements and by-laws of each Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company, partnership or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, partners, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to enter into the First Lien

Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New PIK Notes, the New Stockholders Agreement, the New Intercreditor Agreement, and any other Plan Document, as applicable, issue the New Common Stock, New PIK Notes and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents necessary or advisable to consummate the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including without limitation, the specific acts or actions or documents or instruments identified in Article VIII of the Plan, and no board, member, partner or shareholder vote shall be required with respect thereto.

8.5 *Effectuating Documents and Further Transactions.*

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file or record such documents, contracts, instruments and other agreements and take such other actions (including those actions the Debtors or the Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or a simplification of the overall corporate structure) as may be necessary to effectuate and further evidence the terms and conditions of the Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

8.6 *Directors of the Reorganized Debtors.*

As of the Effective Date, the New Board shall consist of the individuals identified in the Plan Supplement. The Debtors will disclose in the Plan Supplement, before the hearing on the confirmation of the Plan, such additional information as is necessary to satisfy section 1129(a)(5) of the Bankruptcy Code, including: (a) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors; and (b) the identity of any other insider that will be employed or retained by the Debtors, and said insider's compensation.

8.7 *Management Incentive Plan.*

On or around the Effective Date, Reorganized Speedstar and Reorganized Transtar shall adopt the Management Incentive Plan that shall provide its participants with: (a) 5 to 8% of the New Common Stock; and (b) 5 to 8% of the New PIK Notes, in each case subject to time and performance metrics as determined by the New Board.

8.8 *Certain Professional Fees.*

The parties, including Speedstar, Transtar, each of the other Loan Parties (as defined in the First Lien Credit Agreement), the First Lien Credit Facility Agent, the First Lien Lenders, the Majority Equity Holder, the DIP Agent, the DIP Lenders and each of their respective directors, officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, on the one hand, and Kaye Scholer LLP and CDG Group, LLC, on the other hand, shall provide each other mutual general releases of all claims

and causes of action; provided, however, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party. In exchange, the Company shall pay up to \$1.25 million to Kaye Scholer LLP and CDG Group, LLC, collectively, in respect of fees and expenses incurred up to the date hereof and hereafter by such professionals in connection with their representation of certain First Lien Lenders, the First Lien Credit Facility Agent and/or any other party in connection with the Restructuring Transaction.

8.9 General Distribution Mechanics.

(a) **Disbursing Agent.** On or after the Effective Date, all Distributions hereunder shall be made by the Disbursing Agent.

- (i) The Disbursing Agent shall be empowered to: (1) effectuate all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (2) make all applicable Distributions or payments contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.
- (ii) Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Distributions made to holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Disbursing Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

- (iii) The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.
- (iv) The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 8.10 hereof.

(b) **Distributions on Account of Allowed Claims Only.** Notwithstanding anything herein to the contrary, no Distribution shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

(c) **No Recourse.** Except with respect to Claims that are Reinstated, no claimant shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to the enforcement of rights or Distributions under the Plan.

(d) **Method of Cash Distributions.** Any Cash payment to be made pursuant to the Plan will be made on the applicable Distribution Date in U.S. dollars and may be made by draft, check or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

(e) **Distributions on Non-Business Days.** Any payment or Distribution due on a day other than a Business Day may be made, without interest, on the next Business Day.

(f) **Distribution Record Date.** As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and unexpired leases, neither the Debtors nor the Disbursing Agents shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

(g) **Delivery of Distribution.** Subject to the provisions contained in this Article VIII, the Disbursing Agent will make all Distributions or payments to any holder of an Allowed Claim as and when required by this Plan at: (i) the address of such holder on the books and records of the Debtors or their agents; or (ii) at the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses

included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such holder without interest, provided, however, that such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one year after the Effective Date.

(h) **Satisfaction of Claims.** Unless otherwise provided herein, any Distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

(i) **Manner of Payment Under Plan.** Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by draft, check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Reorganized Debtors.

(j) **Fractional Shares/De Minimis Cash Distributions.** Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a Distribution that is less than \$50.00 in Cash. No fractional shares of New Common Stock shall be distributed. When any Distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such Distribution will be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than one-half will be rounded to the next higher whole number; and (ii) fractions less than one-half will be rounded to the next lower whole number. The total number of shares of New Common Stock will be adjusted as necessary to account for the rounding provided for in this Plan. No consideration will be provided in lieu of fractional shares that are rounded down. Fractional shares of New Common Stock that are not distributed in accordance with this Section 8.9(j) shall be cancelled.

(k) **No Distribution in Excess of Allowed Amount of Claim.** Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

(l) **Disputed Payments.** If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any Distribution, the Reorganized Debtors may, in lieu of making such Distribution to such Person, make such Distribution into a segregated account until the disposition thereof shall be determined by Final Order or by written agreement among the interested parties.

8.10 Withholding Taxes.

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Distributions under the Plan, and Distributions under the Plan shall be subject to all applicable tax reporting requirements. Any disbursing party making any Distribution pursuant to the Plan has the right, but not the obligation, not to make a Distribution unless and until the applicable recipient has made

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

8.11 *Exemption from Certain Transfer Taxes.*

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and the Reorganized Debtors and approved by the Bankruptcy Court on or after the Confirmation Date pursuant to or in furtherance of the Plan, including: (a) the transfers effectuated under the Plan; (b) the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code; (c) any assumption, assignment and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code; (d) the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement or ancillary documents; and (e) the transactions described in Section 8.1 through Section 8.5 of the Plan, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

8.12 *Exemption from Securities Laws.*

The issuance of the New Common Stock and the New PIK Notes pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

8.13 *Setoffs and Recoupments.*

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights and causes of action that a Reorganized Debtor or its successor may possess against such holder.

8.14 *Insurance Preservation and Proceeds.*

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors or any other Person.

8.15 *Solicitation of Debtors.*

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

8.16 *The First Lien Credit Agreement Amendment.*

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "**Converted Term Loan Claims**"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 herein), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

8.17 *The Senior Exit Facility.*

On the Effective Date, the Senior Exit Facility Lenders and the Debtors shall enter into the Senior Exit Facility Credit Agreement, and the Senior Exit Facility Lenders shall receive, on a Pro Rata basis, the Senior Exit Facility Distribution. The Senior Exit Facility Credit Agreement shall, *inter alia*, permit the use of proceeds of the Senior Exit Facility to cash collateralize issued and undrawn letters of credit and to pay DIP Claims. The Senior Exit Facility shall be senior in all respects to the Remaining Term Loans and subject to the New Intercreditor Agreement.

8.18 *The New PIK Notes.*

On the Effective Date, Reorganized Speedstar shall execute the PIK Credit Agreement with respect to the PIK Loan. The PIK Loan shall, *inter alia*: (a) have a maturity date which is five years from the Effective Date; (b) be prepayable in whole or in part upon certain conditions in the PIK Credit Agreement; (c) bear an interest rate of 8.75% per annum, of which 1% per annum shall be payable semi-annually in cash and 7.75% per annum shall be payable semi-annually in kind and automatically capitalized and added to the outstanding principal balance of the loan; and (d) be convertible, at each holder's option, to New Common Stock at the conversion price of 112.5% of the price of the New Common Stock as of the Effective Date.

8.19 *The Majority Equity Holder Contribution and Majority Equity Holder Release.*

The Majority Equity Holder shall provide the Majority Equity Holder Contribution to the Reorganized Debtors on or before seven Business Days after the later of (a) the Confirmation Order becoming a Final Order and (b) the Effective Date, subject to the terms of the Restructuring Support Agreement and its related exhibits. Effective only upon receipt by the Reorganized Debtors of the Majority Equity Holder Contribution, the Reorganized Debtors and the Releasing Parties shall grant the Majority Equity Holder a release of all claims and causes of action related to the Debtors, on the terms more specifically set forth in Section 9.4(b) and 9.4(c) of this Plan (the "**Majority Equity Holder Release**"). A condition precedent to the Majority Equity Holder providing the Majority Equity Holder Contribution pursuant to this Section 8.19 is that the Majority Equity Holder Release, as approved by the Bankruptcy Court in the Confirmation Order, must be in form and substance acceptable to the Majority Equity Holder in its sole discretion. In the event that the Majority Equity Holder does not timely make the Majority Equity Holder Contribution in accordance with this Section 8.19, then the Majority Equity Holder shall be deemed not to be a Released Party under the Plan.

8.20 *Application of Distributions.*

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

ARTICLE IX

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

9.1 *Discharge.*

(a) **Scope.** Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on and Interests in the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

(b) **Injunction.** In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia*, acts

as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

9.2 *Vesting and Retention of Causes of Action.*

(a) Except as otherwise provided in the Plan (including, but not limited to, Section 8.1 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders of certain Claims under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of Claims and Interests other than as provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

(b) Except as otherwise expressly provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan or by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce any claims, rights and Causes of Action that the Debtors or the Estates may hold. The Reorganized Debtors or any successor thereto may pursue those claims, rights and causes of action in accordance with what is in their best interests and in accordance with their fiduciary duties.

9.3 *Survival of Certain Indemnification Obligations.*

The obligations of the Debtors to indemnify individuals who serve or served on or after the Petition Date as their respective directors, officers, agents, employees, representatives and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes and preconfirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives and Professional Persons retained by the Debtors, based upon any act or omission related to service with, for or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan.

9.4 Release of Claims.

(a) **Satisfaction of Claims and Interests.** The treatment to be provided for respective Allowed Claims or Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release and discharge of such respective Claims or Interests.

(b) **Debtor Releases.** Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including, without limitation, the Plan Documents) delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to this Section 9.4(b), the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012;

provided, however, that in no event shall anything in this Section 9.4(b) be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

(c) Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, and the Plan Supplement and the contracts, instruments, releases, agreements and documents (including, without limitation, the Plan Documents) delivered under or in connection with the Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, against any Released Party and its respective property, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in this Section 9.4(c) be construed as a release of any: (i) Intercompany Claim; or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of

the releases in Sections 9.4(b) and 9.4(c), which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are: (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein; (ii) in the best interests of the Debtors and all holders of Claims and Interests; (iii) fair, equitable and reasonable; (iv) approved after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property.

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (i) discharges, releases, or precludes any environmental liability that is not a claim (as that term is defined in the Bankruptcy Code), or any environmental claim

(as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date; (ii) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (iv) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

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

(d) **Injunction.** Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or

direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 9.4(b) or 9.4(c) of the Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (v) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 9.4(b) or 9.4(c) of the Plan.

(e) **Exculpation.** None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation and execution of the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including without limitation the New Common Stock, and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan or the restructuring of the Debtors except willful misconduct, intentional fraud or criminal conduct, each as determined by a Final Order. The Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of a Released Party, no attorney of any Released Party shall be released by the Debtors or the Reorganized Debtors.

(f) **Injunction-Related to Exculpation.** The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Plan.

9.5 *Objections to Claims and Interests.*

Unless otherwise ordered by the Bankruptcy Court, objections to Claims shall be filed and served on the applicable holder of such Claim not later than 120 days after the later to occur of (a) the Effective Date and (b) the filing of the relevant Claim. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first class mail, postage prepaid, on the signatory on the proof of claim as well

as all other representatives identified in the proof of claim or any attachment thereto; or (z) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn).

After the Confirmation Date, only the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without Bankruptcy Court approval. Any Claims filed after any Bar Date, if applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so.

9.6 *Amendments to Claims.*

After the Confirmation Date, a Claim for which an applicable Bar Date, if any, has passed may not be filed or amended without the authorization of the Bankruptcy Court. Unless otherwise provided herein, or otherwise consented to by the Debtors or Reorganized Debtors, any Claim or amendment to a Claim, which Claim or amendment is filed after the Confirmation Date, shall be deemed Disallowed in full and expunged without any action by the Debtors or Reorganized Debtors, unless the holder of such Claim has obtained prior Bankruptcy Court authorization for such filing.

9.7 *Estimation of Claims.*

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, any objecting party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another.

ARTICLE X

EXECUTORY CONTRACTS

10.1 *Executory Contracts and Unexpired Leases.*

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously

have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement shall be deemed rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in this Section 10.1 pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revert in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

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

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as Other General Unsecured Claims, and shall not be entitled to make a Continuing Creditor Election. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is 30 days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.3(a) below, or pursuant to an order of the Bankruptcy Court).

10.3 *Cure.*

(a) At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (i) by payment of the default amount (the "**Cure Amount**") in Cash on or as soon as reasonably practicable after the later to occur of (1) 30 days after the determination of the Cure Amount and (2) the Effective Date or such other date as may be set by the Bankruptcy Court; or (ii) on such other terms as agreed to by the Debtors or Reorganized Debtors and the non-Debtor party to such executory contract or unexpired lease.

(b) In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the assumption of an executory contract or unexpired lease, the cure payment required by section 365(b)(1) of the Bankruptcy Code shall be made only following the entry of a Final Order resolving the Cure Dispute and

approving the assumption of such executory contract or unexpired lease. If a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the subject contract or lease prior to resolution of the Cure Dispute, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted by the non-Debtor party to the subject contract (or such other amount as may be fixed or estimated by the Bankruptcy Court). Such reserve may be in the form of a book entry and evergreen in nature. The Debtors or Reorganized Debtors shall have the right at any time to move to reject any executory contract or unexpired lease based upon the existence of a Cure Dispute.

10.4 Compensation and Benefit Programs.

(a) Except as otherwise expressly provided hereunder, in a prior order of the Bankruptcy Court or to the extent subject to a motion pending before the Bankruptcy Court as of the Effective Date, all employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees and retirees, including, without limitation, all savings plans, unfunded retirement plans, healthcare plans, disability plans, severance benefit plans, bonus plans, retention plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code.

(b) All collective bargaining agreements to which one or more of the Debtors is a party shall be treated as executory contracts under this Plan and on the Effective Date will be assumed by the applicable Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

ARTICLE XI

SECURITIES LAW MATTERS

11.1 Section 1145 Securities.

(a) Issuance.

The Plan provides for the offer, issuance, sale or distribution of shares of New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims. The offer, issuance, sale or distribution of the New Common Stock and New PIK Notes by Reorganized Speedstar will be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely

in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

(b) Subsequent Transfers.

Shares of New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims may, subject to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes, be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the New Common Stock and New PIK Notes are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

- (i) a Person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;
- (ii) a Person who offers to sell securities offered or sold under a plan for the holders of such securities;
- (iii) a Person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:
 - a. with a view to distributing such securities; and
 - b. under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and
- (iv) a Person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any Person directly or indirectly controlling or controlled by the issuer, or any Person under direct or indirect common control of the issuer.

To the extent that Persons who receive the New Common Stock and New PIK Notes pursuant to the Plan are deemed to be underwriters, resales by such Persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell shares of New Common Stock and New PIK Notes received pursuant to the Plan without registration pursuant to the provisions of Rule 144 under the Securities Act or another available exemption under the Securities Act.

Whether or not any particular Person would be deemed to be an underwriter with respect to the New Common Stock and New PIK Notes issued pursuant to the Plan would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving the New Common Stock,

New PIK Notes or other securities under the Plan would be an underwriter with respect to such securities, whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

11.2 4(a)(2) Securities.

(a) Issuance.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("SEC") under section 4(a)(2) of the Securities Act.

The Debtors believe that the shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below.

THE PLAN IS BEING FURNISHED SOLELY FOR USE BY ACCREDITED INVESTORS AS DEFINED IN REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION IN EVALUATING THE OFFERING OF SECURITIES IN THE PLAN.

THERE IS NOT AND THERE WILL NOT BE ANY PUBLIC MARKET FOR THE SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

ANY PARTY SEEKING TO ACQUIRE THE NEW COMMON STOCK OR NEW PIK NOTES MUST REPRESENT THAT THEY ARE ACQUIRING THE STOCK FOR INVESTMENT AND NOT WITH A VIEW TO RESALE, IN WHOLE OR IN PART. THE TRANSFER AND RESALE OF THE NEW COMMON STOCK IS SUBJECT TO LIMITATIONS IMPOSED BY APPLICABLE LAW.

FOR RESIDENTS OF FLORIDA

THE NEW COMMON STOCK AND NEW PIK NOTES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. ANY FLORIDA PURCHASER MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE DAYS AFTER: (A) HE FIRST TENDERS OR PAYS TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER; OR (B) HE DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT; OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE ISSUER WITHIN SUCH THREE-DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS

PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER THAT IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE 1940 ACT), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(b) Subsequent Transfers.

All shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, subject in all cases to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. The Debtors currently expect that this information requirement will be satisfied. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three-month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, holders of these securities will be required to hold them for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144 or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any share of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

Reorganized Speedstar will reserve the right to require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution. Reorganized Speedstar will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144 or performed pursuant to another available exemption from the registration requirements of applicable securities laws. All Persons who receive the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be required to acknowledge and agree that: (i) they will not offer, sell or otherwise transfer any such securities except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available; and (b) such securities will be subject to the other restrictions described above.

Any Persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF

THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

ARTICLE XII

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

12.1 *Conditions Precedent to Confirmation.*

Confirmation of the Plan is subject to:

- (a) entry of the Confirmation Order, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder; and
- (b) the Plan and Plan Documents having been filed in substantially final form prior to the Confirmation Hearing, which Plan and Plan Documents shall be in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

12.2 *Conditions to the Effective Date.*

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article XII hereof:

- (a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder, shall have been entered and shall have become a Final Order and remaining in full force and effect;
- (b) the certificates of incorporation and by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders shall have been amended (and, to the extent necessary, filed with the appropriate state authorities) as necessary to effectuate the Plan;
- (c) the New Board shall have been appointed;
- (d) the Debtors shall have received all authorizations, consents, waivers, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan, and evidence thereof shall have been delivered to the Administrative Agents;

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

(f) the amount of Trade Claims paid under the Plan or pursuant to any Bankruptcy Court order shall not exceed \$41.36 million in the aggregate;

(g) the Debtors shall have delivered or caused to be delivered officers' certificates and legal opinions to the extent reasonably requested by, and in form and substance reasonably satisfactory to the First Lien Credit Facility Agent;

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

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

(j) all other Plan Documents in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders required to be executed and delivered on or prior to the Effective Date shall have been executed and delivered, and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and shall be consistent in all respects with the Plan; and

(k) all of the Transaction Expenses, from and after the last invoice paid to the extent invoiced, shall have been paid in full and evidence of such payment shall have been received by the First Lien Credit Facility Agent.

12.3 Waiver of Conditions Precedent.

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Majority Consenting Lenders (which consent shall not be unreasonably withheld or delayed), without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure to satisfy or waive any condition may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including, without limitation, any act, action, failure to act or inaction by the Debtors). The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

12.4 Effect of Non-Occurrence of the Conditions to Consummation.

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is more than 60 days after the Confirmation Date, or by such later date as is proposed by the Debtors and is reasonably approved by the Majority Consenting Lenders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation

Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of their Bankruptcy Code.

12.5 *Withdrawal of the Plan.*

The Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (a) nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan were not filed and no actions were taken to effectuate it.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

13.1 *Retention of Jurisdiction.*

(a) **Purposes.** Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

(i) to determine the allowability, classification or priority of Claims upon objection by the Reorganized Debtors or any other party in interest entitled hereunder to file an objection (including the resolution of disputes regarding any Disputed Claims and claims for disputed Distributions), and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(ii) to issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in the Reorganization Cases on or before the Effective Date with respect to any Person;

(iii) to protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or

to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate;

(iv) to determine any and all applications for allowance of Fee Claims;

(v) to determine any Priority Tax Claims, Other Priority Claims, Administrative Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(vi) to resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan and the making of Distributions hereunder;

(vii) to determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, to determine any motion to reject an executory contract or unexpired lease pursuant to Section 10.1 of the Plan or to resolve any Cure Dispute;

(viii) to determine all applications, motions, adversary proceedings, contested matters, actions and any other litigated matters instituted in and prior to the closing of the Reorganization Cases, including any remands;

(ix) to enter a Final Order closing the Reorganization Cases;

(x) to modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

(xi) to issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(xii) to enable the Reorganized Debtors to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be expressly waived pursuant to the Plan;

(xiii) to determine any tax liability pursuant to section 505 of the Bankruptcy Code;

(xiv) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Cases, any applicable Bar Date or the Confirmation Hearing or for any other purpose;

(xvi) to resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Reorganization Cases;

(xvii) to hear and resolve any causes of action involving the Debtors, the Reorganized Debtors or the Estates that arose prior to the Confirmation Date or in connection with the implementation of the Plan, including actions to avoid or recover preferential transfers or fraudulent conveyances;

(xviii) to resolve any disputes concerning any release of a Debtor or nondebtor hereunder or the injunction against acts, employment of process or actions against such Debtor or nondebtor arising hereunder;

(xix) to approve any Distributions, or objections thereto, under the Plan;

(xx) to approve any Claims settlement entered into or offset exercised by the Debtors or Reorganized Debtors; and

(xxi) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under provisions of the Bankruptcy Code;

provided, however, that notwithstanding anything to the contrary in the Plan or the Confirmation Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of: (i) the First Lien Credit Agreement or any of the documentation related thereto, including the First Lien Credit Agreement Amendment or (ii) any other document in the Plan Supplement that has a choice of venue provision, which provision shall govern exclusively.

(b) **Failure of the Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Reorganization Cases, then Section 13.1(a) of the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

13.2 *Governing Law.*

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal laws apply and except for Reinstated Claims governed by another jurisdiction's law, the rights and obligations arising under the Plan shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

13.3 *Time.*

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

13.4 *Retiree Benefits.*

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

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

13.5 *Amendments.*

(a) **Preconfirmation Amendment.** The Debtors may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements and each such modification is reasonably satisfactory to the Majority Consenting Lenders.

(b) **Postconfirmation Amendment Not Requiring Resolicitation.** After the entry of the Confirmation Order, the Debtors may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing, and each such modification is reasonably satisfactory to the Majority Consenting Lenders. Any waiver under Section 12.3 hereof shall not be considered to be a modification of the Plan.

(c) **Postconfirmation/Preconsummation Amendment Requiring Resolicitation.** After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan in a way that materially and adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

13.6 *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

13.7 *Controlling Documents.*

To the extent the Plan is inconsistent with the Disclosure Statement or any other agreement entered into between the Debtors and any party, the Plan controls the Disclosure Statement and any other such agreements. To the extent that the Plan is inconsistent with the Confirmation Order, the Confirmation Order controls the Plan (including any Plan Document). To the extent that the Plan is inconsistent with a Plan Document, the relevant Plan Document controls.

13.8 *Creditors' Committee.*

As of the Effective Date, the duties of the Creditors' Committee, if any, shall terminate, except with respect to the pursuit of or objection to any Fee Claims.

13.9 *Termination of Professionals.*

On the Effective Date, the engagement of each Professional Person retained by the Debtors and the Creditors' Committee (if any) shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, that: (a) such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims; and (b) nothing herein shall prevent the Reorganized Debtors from retaining any such Professional Person on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

13.10 *Notices.*

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

- (a) if to the Debtors:

Transtar Holding Company
7350 Young Drive
Walton Hills, OH 44146
Attention: Joseph Santangelo
Telecopy: (440) 232-0632
E-mail: jsantangelo@transtar1.com

with copies to:

Jones Day
Scott J. Greenberg
250 Vesey Street
New York, New York 10281
Telecopy: (212) 755-7306
Email: sgreenberg@jonesday.com

and

Jones Day
Carl E. Black
901 Lakeside Avenue
Cleveland, Ohio 44114
Telecopy: (216) 579-0212
Email: ceblack@jonesday.com

(b) if to the First Lien Agent:

Paul Hastings LLP
200 Park Avenue
New York, New York 10166
Attention: Randal D. Palach, Esq.
Telecopy: (212) 230-7665
E-mail: randalpalach@paulhastings.com

(c) if to the Consenting First Lien Lenders or the DIP Agent:

Chapman and Cutler LLP
1270 Sixth Avenue
New York, New York 10020
Attention: Steven Wilamowsky, Esq.
Telecopy: (212) 655-2532
E-mail: wilamowsky@chapman.com

and

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: Aaron M. Krieger, Esq.
Telecopy: (312) 516-3237
E-mail: akrieger@chapman.com

13.11 Reservation of Rights.

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

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Dated: February 21, 2017
Walton Hills, Ohio

Respectfully submitted,

**SPEEDSTAR HOLDING CORPORATION,
TRANSTAR HOLDING COMPANY,
and on behalf of their domestic subsidiaries**

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

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SCHEDULE 1

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LIST OF DEBTORS AND DEBTORS IN POSSESSION

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

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

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

In re: : Chapter 11
: :
DACCO Transmission Parts (NY), Inc., *et al.*,¹ : Case No. 16-13245 (MKV)
: :
Debtors. : (Jointly Administered)
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FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER: (I) APPROVING DEBTORS' (A) DISCLOSURE STATEMENT, (B) SOLICITATION OF VOTES AND SOLICITATION PROCEDURES AND (C) FORM OF BALLOTS; AND (II) CONFIRMING, PURSUANT TO SECTIONS 1129(a) AND 1129(b) OF THE BANKRUPTCY CODE, AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION FOR SPEEDSTAR HOLDING CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED DEBTORS

The above-captioned debtors and debtors in possession (collectively, the "Debtors") having filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); the Debtors having entered into the *Restructuring Support Agreement*, dated as of November 18, 2016, among (a) the Debtors, (b) the Consenting First Lien Lenders² and (c) the Majority Equity Holder, as amended by the *Amendment to Restructuring Support Agreement*, dated as of February 10, 2017 among (a) the Debtors, (b) the Majority Consenting Lenders on behalf of the Consenting First Lien Lenders, (c) the Consenting

1 The Debtors in these chapter 11 cases are comprised of 47 entities, including Transtar Holding Company ("Transtar"). A full list of the Debtors and the last four digits of each Debtor's taxpayer identification number is attached as Schedule I to the *Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings* (Docket No. 3) (the "First Day Declaration") and is also available at <http://cases.primeclerk.com/transtar>. The Debtors' executive headquarters are located at 7350 Young Drive, Walton Hills, Ohio 44146.

2 Capitalized terms not otherwise defined herein have the meanings given to them in the Amended Plan or Amended Disclosure Statement (as such terms are defined below), as applicable.

Second Lien Lenders and (d) the Majority Equity Holder (collectively, the "Restructuring Support Parties");

The Debtors having proposed and filed, in accordance with the Restructuring Support Agreement:

- (a) the *Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 11) (the "Plan");
- (b) the *Solicitation and Disclosure Statement for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 12) (the "Disclosure Statement");
- (c) the *Debtors' Motion (I) for an Order (A) Scheduling Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Prepackaged Plan; (B) Establishing Procedures for Objecting to Disclosure Statement and Prepackaged Plan; (C) Approving Form and Manner of Notice of Combined Hearing; (D) Waiving Requirement for Filing List of Creditors and (E) Authorizing Debtors to File Consolidated List of Creditors; (II) for Order (A) Approving Prepetition Solicitation Procedures, (B) Approving Adequacy of Disclosure Statement and (C) Confirming Prepackaged Plan of Reorganization* (Docket No. 15) (the "Solicitation Approval and Plan Confirmation Motion");
- (d) the *Declaration of James Daloia of Prime Clerk LLC Regarding Solicitation of Votes and Tabulation of Ballots Cast on the Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 82) (the "Solicitation and Voting Declaration");
- (e) the *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 316) (the "Amended Plan"), a true and correct copy of which (without exhibits) is attached hereto as Appendix A;
- (f) the *Amended Disclosure Statement for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 317) (the "Amended Disclosure Statement");
- (g) the *Motion of Debtors for Entry of an Order (I) Establishing a Deadline for Holders of Certain Claims to Change Such Holders' Previous Rejection of the Debtors' Joint Prepackaged Plan of Reorganization; and (II) Approving the Form and Manner of Service of (A) the Notice Thereof and (B) the Revised Notice of Combined Hearing on Approval of*

Disclosure Statement and Confirmation of Plan (Docket No. 280)
(the "Vote Modification Motion");

- (h) the *Supplemental Declaration of James Daloia of Prime Clerk LLC Regarding Tabulation of Votes Changed Pursuant to Vote Modification Order* (Docket No. 379) (the "Supplemental Voting Declaration" and, together with the Solicitation and Voting Declaration, the "Voting Declarations"); and
- (i) the *Reply of the Debtors in Further Support of: (I) Approval of (A) Disclosure Statement, (B) Solicitation of Votes and Solicitation Procedures and (C) Form of Ballots; and (II) Confirmation of Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 392) (the "Reply");

This Court (the "Bankruptcy Court") having entered:

- (a) the *Order (A) Scheduling Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Prepackaged Plan; (B) Establishing Procedures for Objecting to Disclosure Statement and Prepackaged Plan; (C) Approving Form and Manner of Notice of Combined Hearing; (D) Waiving Requirement for Filing List of Creditors; and (E) Authorizing Debtors to File Consolidated List of Creditors* (Docket No. 31) (the "Scheduling Order") which, among other things, (i) scheduled a combined hearing (the "Combined Hearing") to consider (A) approval of the Disclosure Statement and the Debtors' solicitation procedures and petition solicitation of votes to accept or reject the Plan (the "Solicitation Procedures") and (B) confirmation of the Plan, (ii) established procedures (collectively, the "Objection Procedures"), including a deadline (the "Objection Deadline") for submitting responses and objections to (A) approval of the Disclosure Statement and the Solicitation Procedures and (B) confirmation of the Plan and (iii) approved the form, manner and sufficiency of notice (the "Combined Hearing Notice") of the commencement of the Debtors' Reorganization Cases, the Combined Hearing and the meeting of creditors and equity holders pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting"), which Combined Hearing Notice included a summary of the Plan, including a description of the Releases in Section 9.4 of the Plan (the "Plan Summary");
- (b) the *Order (I) Establishing a Deadline for Holders of Certain Claims to Change Such Holders' Previous Acceptance or Rejection of the Debtors' Joint Prepackaged Plan of Reorganization; and (II) Approving the Form and Manner of Service of (A) the Notice Thereof and (B) the Revised Notice of Combined Hearing on Approval of Disclosure Statement and Confirmation of Plan* (Docket No. 336) (the "Vote Modification Order")

which, among other things, (i) rescheduled the Combined Hearing; (ii) established a new Objection Deadline; (iii) approved the form, manner and sufficiency of the notice, including by publication, of the rescheduled Combined Hearing (the "Revised Combined Hearing Notice"), which included a summary of the Amended Plan, including a description of the Releases in Section 9.4 of the Amended Plan (the "Amended Plan Summary"); (iv) approved the form, manner and sufficiency of notice to all holders of Non-Crossover Second Lien Claims and First Lien Credit Agreement Claims of the Amended Plan and Amended Disclosure Statement and the opportunity to change votes cast or deemed cast with respect to the Plan; and (iv) established a deadline (the "Vote Modification Deadline") by which holders of Non-Crossover Second Lien Claims and First Lien Credit Agreement Claims could change their votes accepting or rejecting the Amended Plan;

The Debtors having:

- (a) timely and properly:
 - (i) solicited the Plan and served a copy of the Disclosure Statement and a ballot, in substantially the form attached as Exhibit B to the Solicitation Approval and Plan Confirmation Motion, commencing prior to the Petition Date, as described in the Solicitation and Voting Declaration and as established by the *Affidavit of Service of Solicitation Materials* filed on November 21, 2016 (Docket No. 24) by Pierre Labissiere, an employee of Prime Clerk LLC ("Prime Clerk"), the Debtors' notice, claims and voting Agent appointed in the Reorganization Cases;
 - (ii) provided due and proper notice of the commencement of the Reorganization Cases, the 341(a) Meeting, the Combined Hearing, the Objection Procedures, the Plan, the Amended Plan and the Plan Supplement to Holders of Claims against, and Interests in, the Debtors and other parties in interest, in each case in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules") and the Scheduling Order, as established by affidavits of service filed by agents of Prime Clerk (*see* Docket Nos. 96, 154, 163, 190, 204, 236, 247, 267, 295, 305, 329, 334, 335, 341, 344, 348, 356, 358, 359, 365 and 384);
 - (iii) filed the Plan Documents and certain amendments thereto (Docket Nos. 324, 385, 406 and 411) (collectively, as amended, the "Plan Supplement"); and

- (iv) provided due and proper notice of the rescheduled date and time of the Combined Hearing, including in accordance with the Vote Modification Order, as established by the *Notice of Rescheduled Confirmation Hearing* (Docket No. 169) and affidavits of service relating to such notice (*see* Docket Nos. 192, 236, 247, 267, 272, 295, 305, 335, 348, 356, 358, 359, 365, and 384);
- (b) caused notice of the rescheduled Combined Hearing (the "Publication Notice") to be published once in the national edition of *USA Today* on March 3, 2017, in accordance with the Vote Modification Order and as set forth in the *Affidavit of Publication* of Selwyn L. Perry, an employee of Prime Clerk, filed on March 7, 2017 (Docket No. 359) (the "Publication Affidavit"); and
- (c) filed the *Debtors' Memorandum of Law in Support of: (I) Approval of (A) Disclosure Statement, (B) Solicitation of Votes and Solicitation Procedures, and (C) Form of Ballots; and (II) Confirmation of Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors* (Docket No. 364) (the "Confirmation Memorandum"), together with
 - (i) the summary of the Debtors' compliance with the standards of sections 1129(a) and 1129(b) of the Bankruptcy Code (inclusive of the standards of sections 1122, 1123 and 1124 of the Bankruptcy Code) attached as Exhibit A thereto (the "Confirmation Standards Exhibit") and
 - (ii) the declarations in support of confirmation of the Amended Plan incorporated by reference therein (together with the First Day Declaration and the Voting Declarations, the "Declarations");

The Bankruptcy Court having:

- (a) found that notice of the Plan, the Amended Plan, the Plan Supplement, the Disclosure Statement and the Amended Disclosure Statement having been adequate and appropriate under the circumstances and that no further notice is required;
- (b) found that it appears due notice of the Combined Hearing, including by the Revised Combined Hearing Notice and Publication Notice, having been given to all known holders of Claims and Interests and parties in interest in the Reorganization Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Scheduling Order and the Vote Modification Order;
- (c) found that notice of the Combined Hearing, including by the Revised Combined Hearing Notice and Publication Notice, having provided the opportunity for any party in interest to object to (i) approval of the Disclosure Statement or the Solicitation Procedures or (ii) confirmation of

the Amended Plan, and was otherwise adequate and appropriate under the circumstances and that no further notice is required;

- (d) familiarity with the Amended Plan and other relevant factors affecting the Reorganization Cases;
- (e) conducted a hearing on March 21, 2017 to consider, among other things, (i) approval of the Disclosure Statement and the Solicitation Procedures and (ii) confirmation of the Amended Plan (the "Combined Hearing");
- (f) considered the entire record of the Combined Hearing, including, but not limited to:
 - (i) the Declarations, each of which was admitted into evidence without objection at the Combined Hearing;
 - (ii) the exhibits admitted into evidence at the Combined Hearing;
 - (iii) the arguments of counsel presented at the Combined Hearing;
 - (iv) any objections and responses filed with respect to the requested relief (collectively, the "Objections") and any resolution of such Objections;
 - (v) the recitations of informal objections that the U.S. Trustee raised that were resolved by modification to the Amended Plan, as such plan modifications are presented in this Order; and
 - (vi) the pleadings filed by the Debtors and other parties in interest in support of approval of the Disclosure Statement and the Solicitation Procedures or confirmation of the Amended Plan;
- (g) found the legal and factual bases set forth in the pleadings, documents, testimony and evidence accepted into evidence at the Combined Hearing in support of (i) approval of the Disclosure Statement and the Solicitation Procedures and (ii) confirmation of the Amended Plan and presented at the Combined Hearing establish just cause for the relief granted herein; and

after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND CONCLUDED that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The findings and conclusions set forth herein and those made on the record during the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

JURISDICTION, VENUE AND ELIGIBILITY

B. The Bankruptcy Court has jurisdiction over these matters and the Reorganization Cases pursuant to 28 U.S.C. § 1334. Venue in this Court was proper as of the Petition Date and remains proper under 28 U.S.C. §§ 1408 and 1409.

C. These matters are core proceedings pursuant to 28 U.S.C. § 157(b)(2)(L). This Court has exclusive jurisdiction to enter a final order with respect thereto, and the Bankruptcy Court's exercise of such jurisdiction is proper in all respects.

D. The Debtors were and continue to be eligible for relief under section 109 of the Bankruptcy Code, and the Debtors are proper proponents of the Amended Plan under section 1121(a) of the Bankruptcy Code.

JUDICIAL NOTICE

E. The Bankruptcy Court takes judicial notice of the filing of all pleadings and other documents in the Reorganization Cases, the entry of all orders and all evidence accepted and arguments made at the various hearings held before the Bankruptcy Court during the pendency of the Reorganization Cases.

MODIFICATIONS TO THE PLAN

F. In accordance with the requirements of the Vote Modification Order, the Debtors provided (a) holders of First Lien Credit Agreement Claims with due and adequate notice of their opportunity to change their votes accepting the Plan to votes rejecting the Amended Plan and (b) holders of Non-Crossover Second Lien Credit Agreement Claims with due and adequate notice of their opportunity to change their deemed votes rejecting the Plan to votes in favor of the Amended Plan.

G. The modifications to the Plan since the commencement of solicitation (collectively, the "Plan Modifications"), including, without limitation, any changes to the Plan resolving informal objections raised by the U.S. Trustee, and: (a) reflected in (i) the Amended Plan, as described in the Amended Disclosure Statement; (ii) the Confirmation Memorandum; or (iii) this Order, including the modifications described in Appendix B attached hereto; and (b) disclosed at the Combined Hearing, in each case, do not adversely affect or change the treatment of any Class of Claims or Interests or, to the extent they have been determined to adversely affect the treatment of any Class of Claims or Interests, (a) constitute immaterial modifications and/or (b) such Class has been afforded the opportunity to change its vote with respect to the Amended Plan.

H. Pursuant to section 1127(b) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the solicitation of additional acceptances or rejections of the Amended Plan under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims against the Debtors be afforded any further opportunity to change previously cast acceptances or rejections of the Plan.

I. The filing of the Amended Plan and notice thereof, and the disclosure of any further Plan Modifications on the record at the Confirmation Hearing, constitute due and sufficient notice of the Plan Modifications under the circumstances of the Reorganization Cases. Accordingly, the Plan, as amended by the Amended Plan, is properly before the Bankruptcy Court, and all votes cast or deemed cast with respect to the Plan, and any changes to votes in accordance with the Vote Modification Order, shall be binding and shall apply with respect to the Amended Plan.

ADEQUACY OF DISCLOSURE STATEMENT

J. The Disclosure Statement: (i) contained adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy law with respect to solicitation of the Plan; (ii) contained "adequate information," as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code, regarding the Debtors, the Plan and the transactions contemplated therein for purposes of solicitation of the Plan; and (iii) is approved in all respects. The filing of the Disclosure Statement with the Clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

K. In connection with providing holders of First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims the opportunity to change their actual or deemed votes on the Plan pursuant to the Vote Modification Order, the Debtors updated the Disclosure Statement to reflect the amendments made to the Plan in the Amended Plan and certain other developments in the Reorganization Cases since the Petition Date. To the extent necessary, the Amended Disclosure Statement also is approved as containing adequate information regarding the Debtors, the Amended Plan, the transactions contemplated therein and the Reorganization Cases for purposes of allowing holders of First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims the opportunity to change such votes.

ADEQUACY OF PLAN SUPPLEMENT

L. On February 22, 2017, the Debtors filed certain Plan Documents, consisting of (i) the form of First Lien Credit Agreement Amendment, (ii) the form of Senior Exit Facility Credit Agreement, (iii) the form of PIK Credit Agreement, (iv) the New Stockholders Agreement, (v) the Non-Crossover Second Lien Lender Schedule, (vi) the Non-Crossover Second Lien Lender Certification, (vii) the Schedule of Rejected Contracts and

Leases, (viii) the amended certificates of incorporation of the Reorganized Debtors, (ix) the amended by-laws of the Reorganized Debtors and (x) the form of Continuing Creditor Election agreement (Docket No. 324). On March 14, 2017, seven days prior to the Confirmation Hearing, the Debtors filed the list of proposed officers and directors of the Reorganized Debtors (Docket No. 385). Further, on March 20, 2017, the Debtors filed revised versions of certain Plan Documents (Docket Nos. 406 and 411). All such materials comply with the terms of the Amended Plan, and the filing and notice of such documents was good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Amended Procedural Guidelines for Prepackaged Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, as amended, effective June 27, 2013 (as incorporated by Local Bankruptcy Rule 3018-2 and General Order M-454) (the "Guidelines"), the Scheduling Order and all other applicable rules, laws and regulations and no other or further notice is or shall be required.

ADEQUACY OF SOLICITATION PROCEDURES

M. Voting on the Plan. Holders of First Lien Credit Agreement Claims classified in Class 1 under the Plan (the "Voting Class") were entitled to vote on the Plan. The Debtors were not required to solicit votes from the holders of Claims or Interests in Class 2 (Other Secured Claims), Class 3 (Other Priority Claims), Class 5 (Intercompany Claims) and Class 6 (Intercompany Interests) (collectively, the "Unimpaired Classes") because Claims in each such Class are unimpaired under, and therefore are deemed to accept, the Plan and the Amended Plan. The Debtors also were not required to solicit votes from the holders of Claims or Interests in Class 4 (General Unsecured Claims) and Class 7 (Existing Interests) because such Classes were deemed or presumed to reject the Plan and Amended Plan.

N. Ballots. The Ballots used by the Debtors to solicit votes to accept or reject the Plan from the holders of Claims in the Voting Class adequately addressed the particular needs of the Reorganization Cases and were appropriate for the holders of Claims in Class 1 to use to vote to accept or reject the Plan and to make any elections, including with respect to the releases set forth in Section 9.4 of the Plan. No other or further ballots were required.

O. Prepetition Solicitation. Commencing prior to the Petition Date, the Debtors, through their solicitation agent, Prime Clerk, caused the Disclosure Statement (which included the Plan as an exhibit thereto) and the applicable Ballots (collectively, the "Solicitation Packages"), to be transmitted and served in compliance with sections 1125 and 1126 of the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rules 3017(a-c), (e-f) and 3018), the Local Bankruptcy Rules, the Guidelines, the Scheduling Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws and regulations applicable to such solicitation. The Solicitation Packages were transmitted to holders of Claims in the Voting Class. The instructions on the respective Ballots advised parties that for a Ballot to be counted with respect to Claims in the Voting Class, such Ballot would have to be properly completed, signed and returned so that it was actually received by Prime Clerk by no later than 5:00 p.m. (prevailing Eastern time) on December 4, 2016 (the "Voting Deadline"). The period during which the Debtors solicited acceptances of the Plan was a reasonable period of time for holders of Claims in the Voting Class to make an informed decision to accept or reject the Plan. The transmittal and service of the Solicitation Packages (the "Solicitation") were timely, adequate and sufficient under the circumstances, and no other or further notice was or shall be required. The Solicitation of votes on the Plan was appropriate and satisfactory based upon the circumstances of the Reorganization Cases.

P. Good faith. As evidenced by the Solicitation and Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines, the Scheduling Order, the Disclosure Statement and all applicable non-bankruptcy laws, rules or regulations.

Q. Initial Tabulation Results. On December 6, 2016, the Debtors, through Prime Clerk, filed the Solicitation and Voting Declaration certifying that, of the Ballots cast, 98.7% in amount and 99.03% in number of holders of Claims in the Voting Class voted to accept the Plan. All procedures used to tabulate the Ballots were fair and reasonable and complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines, the Scheduling Order and all other applicable rules, laws and regulations.

R. Tabulation of Changed Votes. The Amended Plan created two new Classes of Claims. Claims in Class 1B (Non-Crossover Second Lien Credit Agreement Claims) and Class 4A (Electing Ordinary Course General Unsecured Claims) previously had been classified in Class 4 (General Unsecured Claims) under the Plan and had been deemed to reject the Plan. Electing Ordinary Course General Unsecured Claims are unimpaired under the Amended Plan and are deemed to accept the Amended Plan. Non-Crossover Second Lien Credit Agreement Claims are impaired under the Amended Plan.

S. In the Vote Modification Order, the Bankruptcy Court (i) established a deadline for holders of First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims to change their actual or deemed votes on the Plan in connection with the amendments made in the Amended Plan and (ii) approved a form of notice (the "Vote

Modification Notice") for use by the Debtors to provide such claimants with notice of their opportunity to change such votes, including the form for submitting any such changed vote to Prime Clerk (the "Vote Modification Form"). On March 1, 2017, the Debtors, through Prime Clerk, served (i) the Vote Modification Notice; (ii) the Amended Plan; (iii) a redline copy of the Amended Plan against the Plan; and (iv) the Amended Disclosure Statement (collectively, the "Modification Package") on the holders of such Claims in accordance with the Vote Modification Order. Service of the Modification Package did not constitute solicitation of votes with respect to the Amended Plan, and no further or other solicitation of votes on the Amended Plan was required. Nonetheless, the Bankruptcy Court finds that (i) the contents and service of the Modification Package are compliant with Bankruptcy Rule 3017 and (ii) the Debtors' designation of the Voting Record Date and the Vote Modification Record Date, each as defined in the Confirmation Memorandum, conform to Bankruptcy Rule 3018.

T. On March 13, 2017, the Debtors, through Prime Clerk, filed the Supplemental Voting Declaration certifying that, as a result of the opportunity to change votes provided pursuant to the Vote Modification Order, of the votes received: (i) 98.7% in amount and 99.03% in number of holders of First Lien Credit Agreement Claims voted to accept the Plan, and no Vote Modification Forms were received from holders of First Lien Credit Agreement Claims by the Vote Modification Deadline; and (ii) 100% in amount and 100% in number of holders of Non-Crossover Second Lien Credit Agreement Claims changed their deemed vote rejecting the Plan to a vote to accept the Amended Plan (Docket No. 379). All procedures used to tabulate changes to votes were fair, reasonable and complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines, the Scheduling Order and all other applicable rules, laws and regulations.

Accordingly, pursuant to the requirements of section 1126 of the Bankruptcy Code, the Bankruptcy Court finds that (i) Class 1A (First Lien Credit Agreement Claims)³ and (ii) Class 1B (Non-Crossover Second Lien Credit Agreement Claims) voted to accept the Amended Plan. Holders of Claims who (i) voted to accept the Amended Plan or (ii) otherwise indicated on the Ballot that they elected to grant the Releases, as defined herein, provided for under Section 9.4 of the Amended Plan, regardless of whether they voted in favor of the Plan, have accepted and are subject to such Releases.

**STANDARDS FOR CONFIRMATION
UNDER SECTION 1129 OF THE BANKRUPTCY CODE**

U. The Debtors, as proponents of the Amended Plan, have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Amended Plan. The evidentiary record of the Combined Hearing and the Confirmation Standards Chart support the findings of fact and conclusions of law set forth in the following paragraphs.

V. Section 1129(a)(1). The Amended Plan, as modified by this Order, complies with each applicable provision of the Bankruptcy Code. In particular, the Amended Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code, as follows:

1. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Amended Plan provides for the separate classification of Claims and Interests (other than DIP Claims, Administrative Claims, Priority Tax Claims, Fee Claims and statutory fees, which are addressed in Article IV and Section 2.6 of the Amended Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code) into nine Classes, based on differences in the legal

³ Class 1 (First Lien Credit Agreement Claims) under the Plan was renamed Class 1A (First Lien Credit Agreement Claims) under the Amended Plan.

nature or priority of such Claims and Interests (*see* Confirmation Standards Exhibit, at 1-3);

2. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). In accordance with section 1123(a)(2) of the Bankruptcy Code, Article IV of the Amended Plan specifies that Claims in Class 2, Class 3, Class 4A, Class 5 and Class 6 are Unimpaired under the Amended Plan within the meaning of section 1123 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code. Section 2.6 and Sections 4.1 through 4.4 of the Amended Plan further specify that Allowed DIP Claims, Administrative Claims, Priority Tax Claims, Fee Claims and U.S. Trustee Fees, together with interest, if any, will be paid in full in accordance with the terms of the Amended Plan, although these Claims are not classified under the Amended Plan (*see id.* at 3);
3. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). In accordance with section 1123(a)(3) of the Bankruptcy Code, Article V of the Amended Plan designates Claims in Class 1A, Class 1B, Class 4B and Class 7 as Impaired and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code (*see id.*);
4. Equal Treatment (11 U.S.C. § 1123(a)(4)). In accordance with section 1123(a)(4) of the Bankruptcy Code, the Amended Plan provides the same treatment for each Claim or Interest of a particular Class unless the holder of such a Claim or Interest has agreed to less favorable treatment (*see id.*);
5. Implementation of the Amended Plan (11 U.S.C. § 1123(a)(5)). In accordance with section 1123(a)(5) of the Bankruptcy Code, the Amended Plan provides detailed, adequate and proper means for its implementation, including through, without limitation, (i) the issuance of the New Common Stock and the PIK Loan, (ii) the consummation of the Restructuring Transaction, (iii) the funding to be provided pursuant to the Senior Exit Facility and the Majority Equity Holder Contribution, (iv) the execution of the First Lien Credit Agreement Amendment and distribution of the term loans reinstated thereunder and (v) provisions regarding the post-Effective Date corporate authority to implement the Amended Plan (as set forth in Article VIII of the Amended Plan) (*see id.* at 4);
6. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). In accordance with section 1123(a)(6) of the Bankruptcy Code, the certificates of incorporation, operating agreements or limited partnership agreements, as applicable, of each Reorganized Debtor shall prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code (*see id.*);

7. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).
In accordance with section 1123(a)(7) of the Bankruptcy Code, the provisions of the Amended Plan and the Reorganized Debtors' charters, bylaws or comparable constituent documents regarding the manner of selection of officers, directors or comparable positions of the Reorganized Debtors, including, without limitation, the provisions of Section 8.6 of the Amended Plan, are consistent with the interests of creditors and equity security holders and with public policy (*see id.*);
8. Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). In accordance with section 1123(b)(1) of the Bankruptcy Code, Article IV and Article V of the Amended Plan impair or leave unimpaired, as the case may be, each Class of Claims and Interests (*see id.*);
9. Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). In accordance with section 1123(b)(2) of the Bankruptcy Code, Section 10.1 and other provisions of the Amended Plan provide for the assumption, assumption and assignment or rejection of the executory contracts or unexpired leases of the Debtors that have not been previously rejected or are not subject to a pending motion to reject pursuant to section 365 of the Bankruptcy Code and orders of the Bankruptcy Court (*see id.*);
10. Settlement and Preservation of Claims and Causes of Action (11 U.S.C. § 1123(b)(3)). In accordance with section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, the treatment of First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims, provided for, respectively, under Sections 5.1 and 5.2 of the Amended Plan, incorporates the good faith compromise and settlement among the Debtors, the Majority Consenting Lenders (on behalf of the Consenting First Lien Lenders), the Consenting Second Lien Lenders and the Majority Equity Holder entered into pursuant to the Restructuring Support Agreement. In addition, Section 9.2 of the Amended Plan provides that, except as otherwise provided in the Amended Plan (including, but not limited to, Section 8.1 thereof), on the Effective Date all property comprising the Estates (including, subject to any release provided for in the Amended Plan, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders of certain Claims under the Amended Plan, and except as otherwise expressly provided in the Amended Plan, or in any contract, instrument, release or other agreement entered into in connection with the Amended

Plan or by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce any claims, rights and Causes of Action that the Debtors or the Estates may hold (*see id.* at 5);

11. Sale of Substantially All Property (11 U.S.C. § 1123(b)(4)). Section 1123(b)(4) of the Bankruptcy Code is not applicable because the Amended Plan does not provide for the sale of all or substantially all of the property of the Debtors' Estates;
12. Modification of Rights (11 U.S.C. § 1123(b)(5)). In accordance with section 1123(b)(5) of the Bankruptcy Code, Article IV and Article V of the Amended Plan modify or leave unaffected, as the case may be, the rights of holders of Claims in each Class (*see id.*);
13. Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). In accordance with section 1123(b)(6) of the Bankruptcy Code, the Amended Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including, without limitation (i) for Distributions on account of Allowed Claims, (ii) establishing procedures for resolving Disputed Claims and making Distributions on account of such Disputed Claims once resolved, (iii) regarding the discharge, release and injunction against the pursuit of Claims and Interests and (iv) regarding the retention of the Bankruptcy Court's jurisdiction (*see id.*); and
14. Cure of Defaults (11 U.S.C. § 1123(d)). In accordance with section 1123(d) of the Bankruptcy Code, Section 10.3 of the Amended Plan provides for the satisfaction of Cure Amounts associated with each executory contract or unexpired lease to be assumed or assumed and assigned pursuant to the Amended Plan in accordance with section 365(b)(1) of the Bankruptcy Code. All Cure Amount Claims will be determined in accordance with the underlying agreements and applicable law (*see id.* at 6).

W. Section 1129(a)(2). The Debtors, as plan proponents, have complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof, including sections 1125 and 1126(b), with respect to disclosure and solicitation and modification of votes on the Plan and the Amended Plan, including, as applicable, the transmission of the Solicitation Packages, the Amended Plan, the Revised

Combined Hearing Notice, the Modification Package and related documents and notices and in soliciting and tabulating the original and changed votes on the Plan. *See id.* at 6-7.

X. Section 1129(a)(3). The Amended Plan, as modified by this Order, has been proposed in good faith and not by any means forbidden by law. The Amended Plan is based upon the Restructuring Support Agreement, the assumption of which the Bankruptcy Court may approve by an order entered contemporaneously herewith. The Debtors commenced the Reorganization Cases with a good faith belief that they were in need of reorganization and that the reorganization contemplated in the original Restructuring Support Agreement and the Plan were the best restructuring alternatives available to the Debtors. Following the Petition Date, the Debtors continued negotiations with the Majority Consenting Lenders, the Consenting Second Lien Lenders and the Majority Equity Holder, ultimately entering into the amended Restructuring Support Agreement, the provisions of which are incorporated into the Amended Plan. The Plan and the Amended Plan were negotiated and proposed with the intention of accomplishing a successful reorganization, and for no ulterior purpose. The Debtors' good faith is evident from the facts and records of the Reorganization Cases, the Disclosure Statement, the Amended Disclosure Statement, the Plan, the Amended Plan, the record of the Combined Hearing and the other proceedings in these Reorganization Cases. In so finding, the Bankruptcy Court has considered the totality of the circumstances in these Reorganization Cases. The Amended Plan is the result of extensive good faith, arms' length negotiations between the Debtors and their principal constituencies. As evidenced by the overwhelming acceptance of the Amended Plan by the Classes authorized to vote and to change their votes, the Amended Plan achieves the goal of consensual reorganization embodied by the Bankruptcy Code. The Debtors, the Restructuring Support Parties and each of their respective partners, officers, directors,

employees, advisors and professionals: (i) acted in good faith in negotiating, formulating and proposing, where applicable, the Plan, the Amended Plan and the agreements, compromises, settlements, transactions and transfers contemplated thereby; and (ii) will be acting in good faith in proceeding to (1) consummate the Amended Plan and the agreements, compromises, settlements, transactions, transfers and documentation contemplated by the Amended Plan, including, but not limited to, the Plan Supplement documents, and (2) take any actions authorized and directed or contemplated by this Order. Thus, the Amended Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. *See id.* at 8.

Y. Section 1129(a)(4). No payment for services or costs and expenses in or in connection with the Reorganization Cases, or in connection with the Amended Plan and incident to the Reorganization Cases, has been or will be made by a Debtor other than payments that have been approved or are subject to approval by order of the Bankruptcy Court, including this Order. Pursuant to Sections 2.5 and 4.4 of the Amended Plan, and except as otherwise provided under the Amended Plan or an order of the Bankruptcy Court, all such payments to be made to Professional Persons or other entities asserting a Fee Claim for services rendered before the Effective Date will be subject to review and approval by the Bankruptcy Court. *See id.* at 8-9.

Z. Section 1129(a)(5). To the extent such information is available, the Debtors have disclosed: (i) the identities of the officers and directors of the Reorganized Debtors, including Speedstar; and (ii) the identity of any insiders that will be employed or retained by the Reorganized Debtors. The compensation of the Reorganized Debtors' directors will be consistent with each Reorganized Debtor's applicable constituent documents, as disclosed in the Plan Supplement. The Debtors disclosed (i) the affiliations of their proposed respective

directors and officers and (ii) the compensation of any insiders to be employed or retained by the Reorganized Debtors (to the extent not previously disclosed) at or prior to the Confirmation Hearing. 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 holders of Claims and Interests and with public policy and the terms of the Restructuring Support Agreement. *See id.* at 9.

AA. Section 1129(a)(6). The Amended Plan does not provide for any changes in rates that require regulatory approval of any governmental agency. *See id.* at 10.

BB. Section 1129(a)(7). The liquidation analysis set forth in the Amended Disclosure Statement, Declarations and other evidence accepted at the Combined Hearing: (i) is reasonable, persuasive, accurate and credible; (ii) uses reasonable and appropriate methodologies and assumptions; (iii) has not been controverted by any other evidence; and (iv) establishes that each holder of an Allowed Claim or Interest in an Impaired Class either (1) has accepted the Amended Plan or (2) will receive or retain under the Amended Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Amended Plan, that is not less than the amount that it would have received if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. The Debtors have demonstrated that the Amended Plan is in the best interests of their creditors. *See id.* at 10.

CC. Section 1129(a)(8). Claims and Interests in Class 2 (Other Secured Claims), Class 3 (Other Priority Claims), Class 4A (Electing Ordinary Course General Unsecured Claims), Class 5 (Intercompany Claims) and Class 6 (Intercompany Interests) are Unimpaired and, therefore, the holders of such Claims and Interests are deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Supplemental Voting

Declaration, holders of Claims in Class 1A (First Lien Credit Agreement Claims) and Class 1B (Non-Crossover Second Lien Credit Agreement Claims) have voted to accept the Amended Plan. The Amended Plan has not been accepted by all Impaired Classes because holders of Claims and Interests in Class 4B (Other General Unsecured Claims) and Class 7 (Existing Interests) are deemed to have rejected the Amended Plan. Nevertheless, the Amended Plan is confirmable because it does not "discriminate unfairly" and is fair and equitable with respect to the rejecting Classes, and thus satisfies section 1129(b)(1) of the Bankruptcy Code. *See id.* at 11.

DD. Section 1129(a)(9). The Amended Plan provides treatment for Administrative Claims, Priority Tax Claims, Other Secured Claims and Other Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code. *See id.* at 11-12.

EE. Section 1129(a)(10). The Amended Plan has been accepted by both Classes of Impaired Claims that were entitled to vote or permitted to change their vote (*i.e.*, Class 1A and Class 1B), as determined without including any acceptance of the Amended Plan by any insider. *See* Supplemental Voting Declaration, Ex. A.

FF. Section 1129(a)(11). The Amended Plan is feasible, within the meaning of section 1129(a)(11) of the Bankruptcy Code. The Debtors' projections of the capitalization and financial information of the Reorganized Debtors as of the Effective Date are reasonable and made in good faith. There is a reasonable prospect of the Reorganized Debtors' being able to meet their financial obligations under the Amended Plan and confirmation of the Amended Plan is not likely to be followed by the liquidation (other than as provided for in the Amended Plan) or the need for further financial reorganization of the Reorganized Debtors. *See* Confirmation Standards Exhibit, at 13.

GG. Section 1129(a)(12). The Amended Plan provides that fees payable pursuant to section 1930 of title 28 of the United States Code and due and owing to the United States Trustee, which shall hereby be defined for purposes of the Amended Plan as "William K. Harrington, solely in his official capacity as the United States Trustee for Region 2," at the time of the Combined Hearing will be paid by the Debtors on the Effective Date or as soon as practicable thereafter, together with interest, if any, under section 3717 of title 31 of the United States Code. Any U.S. Trustee Fees due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course, together with interest, if any, until the earlier of the entry of a final decree closing the applicable Reorganization Case, or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case. *See id.*

HH. Section 1129(a)(13). The Amended Plan complies with section 1129(a)(13) of the Bankruptcy Code by providing that, on or after the Effective Date, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits pursuant to the terms of such plan, any governing collective bargaining agreement, or as otherwise required by law; provided, however, that nothing in the Amended Plan or this Order shall: (i) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law or section 1114(m) of the Bankruptcy Code; or (ii) be construed as an admission that any such retiree benefits are owed by the Debtors. *See id.*

at 13-14.

II. Sections 1129(a)(14), 1129(a)(15) and 1129(a)(16). Sections 1129(a)(14), 1129(a)(15) and 1129(a)(16) of the Bankruptcy Code do not apply to the Reorganization Cases as the Debtors owe no domestic support obligations, are not individuals and are not nonprofit corporations. *See id.* at 14.

JJ. Section 1129(b). Notwithstanding the fact that the Amended Plan does not comply with section 1129(a)(8) of the Bankruptcy Code, the Amended Plan may still be confirmed because it does not "discriminate unfairly" and is fair and equitable with respect to Class 4B and Class 7 (i.e., the Classes that are impaired and deemed to reject the Amended Plan) (the "Deemed Rejecting Classes"). The evidence accepted at the Combined Hearing is persuasive and credible, has not been controverted by other credible evidence and establishes:

1. Unfair Discrimination. The Amended Plan does not discriminate unfairly with respect to holders of Claims and Interests in the Deemed Rejecting Classes because such holders are receiving the same treatment as holders of similarly situated Claims and Interests against the applicable Debtor and any difference in treatment between such holders and other holders who are not similarly situated is fair and reasonable (*see* Confirmation Standards Exhibit, at 14-15); and
2. Fair and Equitable. The Amended Plan is fair and equitable with respect to each Deemed Rejecting Class because (a) it does not provide a recovery on account of any Claim or Interest that is junior in priority to the impaired, non-accepting Classes of Claims and Interests and (b) no holder of a Claim or Interest in any Class will receive or retain property under the Amended Plan that has a value greater than 100% of such holder's Allowed Claim or Interest. *See id.* at 15.

KK. Section 1129(c). The Amended Plan is the only plan that has been filed in the Reorganization Cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied. *See id.*

LL. Section 1129(d). No party in interest, including, but not limited to, any governmental unit, has requested that the Bankruptcy Court deny confirmation of the Amended

Plan on grounds that the principal purpose of the Amended Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and the principal purpose of the Amended Plan is not such avoidance. Accordingly, the Amended Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. *See id.*

MM. Section 1129(e). None of the Reorganization Cases are small business cases within the meaning of the Bankruptcy Code. Accordingly, section 1129(e) of the Bankruptcy Code is inapplicable to these Reorganization Cases.

NN. Section 1125(e). Based on the record before the Bankruptcy Court in these Reorganization Cases, including evidence presented at the Combined Hearing, the Debtors and the other Released Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 9.4 of the Amended Plan and: (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines, the Scheduling Order and all other applicable rules, laws and regulations in connection with all of their respective activities relating to the Plan, including the execution, delivery and performance of the Restructuring Support Agreement and solicitation of acceptances of the Amended Plan; and (ii) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Amended Plan and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Amended Plan or the offer and issuance of the securities thereunder.

OO. To the extent that the Debtors' solicitation of the Plan, provision of the Vote Modification Notice with respect to the Amended Plan, issuance of shares of New Common Stock or PIK Loan pursuant to the Senior Exit Facility Distribution or any other transactions implemented pursuant to the Amended Plan are deemed to constitute an offer of new securities, such solicitation and/or issuance shall be exempt from the registration requirements of the Securities Act of 1933 (the "Securities Act") (and of any equivalent state securities or "blue sky" law) pursuant to section 3(a)(9) thereof, which provides that the Securities Act shall not apply to "any security exchanged by the issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange," 15 U.S.C. § 77c(a)(9), and/or section 4(a)(2) thereof, which exempts from registration under the Securities Act "all transactions by an issuer not involving any public offering," 15 U.S.C. § 77d(a)(2), and the "safe harbor" provisions set forth in 17 C.F.R. § 506 (17 C.F.R. § 203, 501 *et seq.*, "Regulation D").

COMPLIANCE WITH BANKRUPTCY RULE 3016

PP. The Amended Plan is dated and identifies the Debtors as the proponents of the Amended Plan, thereby satisfying Bankruptcy Rule 3016(a).

QQ. The Disclosure Statement and the Plan were both filed on the Petition Date and, to the extent applicable, the Amended Disclosure Statement and the Amended Plan were both filed on February 21, 2017, thereby satisfying Bankruptcy Rule 3016(b).

RR. The injunction provisions in the Disclosure Statement, the Amended Disclosure Statement and the Amended Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined by the Amended Plan and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

**BURDEN OF PROOF AND
SATISFACTION OF CONFIRMATION REQUIREMENTS**

SS. Based upon the foregoing, and all other pleadings and evidence accepted at the Combined Hearing, the Debtors have satisfied all of the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

RESTRUCTURING TRANSACTION

TT. The Restructuring Transaction described in Section 8.1 of the Amended Plan is the result of extensive negotiations between the Debtors and certain of their primary stakeholder constituencies and has been proposed in good faith. The Restructuring Transaction is critical to the success and feasibility of the Amended Plan and is necessary and appropriate for its consummation. The Restructuring Transaction is in the best interests of the Debtors, the Reorganized Debtors, their Estates and creditors. The Restructuring Transaction has not been entered into: (i) fraudulently, nor with the intent to hinder, delay or defraud any entity to which the Debtors or the Reorganized Debtors are, or may become, indebted on or after the Effective Date; or (ii) for the principal purpose of avoiding taxes or the application of section 5 of the Securities Act. All transactions constituting the Restructuring Transaction are transactions under the Amended Plan and are therefore entitled to the exemptions provided in section 1146 of the Bankruptcy Code.

IMPLEMENTING DOCUMENTS

UU. All documents and agreements necessary to implement the Amended Plan and all other relevant and necessary documents (including, but not limited to, (i) the First Lien Credit Agreement Amendment, (ii) the Senior Exit Facility Credit Agreement, (iii) the PIK Credit Agreement and (iv) the New Stockholders Agreement) are essential elements of the Amended Plan and have been negotiated in good faith and at arms' length. Entry into and

consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, their Estates and the holders of Claims and Interests and shall, upon completion of documentation and execution, be valid, binding and enforceable agreements and shall not be in conflict with any federal, state or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements and/or the principal terms thereof. The Debtors and the Reorganized Debtors, as applicable, are authorized, without any further notice, action, order or approval of the Bankruptcy Court, to finalize, execute and deliver all agreements, documents, instruments and certificates relating to the Amended Plan and to perform their obligations under such agreements, documents, instruments and certificates, including, without limitation, (i) the First Lien Credit Agreement Amendment, (ii) the Senior Exit Facility Credit Agreement, (iii) the PIK Credit Agreement and (iv) the New Stockholders Agreement, substantially in the forms filed on February 22, 2017 (Docket No. 324) and March 20, 2017 (Docket No. 411).

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

VV. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Section 10.1 of the Amended Plan, as modified by this Order, provides that, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount in accordance with Sections 10.2 and 10.3 of the Amended Plan, all executory contracts and unexpired leases of the Debtors shall be deemed assumed as of the Effective Date under section 365 of the Bankruptcy Code, without the need for any further notice to or action, order or approval of the Bankruptcy Court, except that: (i) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (ii) any executory contracts and unexpired

leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement shall be deemed rejected as of the Effective Date; and (iii) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date, whether filed before or after entry of this Order, shall be treated as provided for in the Final Order resolving such motion. The Debtors' determinations regarding the assumption, assumption and assignment or rejection of executory contracts and unexpired leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Amended Plan and are in the best interests of the Debtors, their estates, holders of Claims and other parties in interest in the Reorganization Cases. The assumptions, assumptions and assignments and rejections of executory contracts and unexpired leases as of the Effective Date, in accordance with the Amended Plan, this Order and pursuant to sections 365 and 1123 of the Bankruptcy Code, are hereby approved.

WW. At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under the Amended Plan will be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (i) by payment of the Cure Amount in Cash on or as soon as reasonably practicable after the later to occur of (1) 30 days after the determination of the Cure Amount and (2) the Effective Date or such other date as may be set by the Bankruptcy Court; or (ii) on such other terms as agreed to by the Debtors or Reorganized Debtors and the non-Debtor party to such executory contract or unexpired lease.

SETTLEMENTS AND RELEASES

XX. Pursuant to Bankruptcy Rule 9019(a), and in consideration for the Distributions and other benefits provided under the Amended Plan, the provisions of the Amended Plan constitute a good faith compromise and settlement of all Claims and

controversies resolved pursuant thereto (collectively, the "Settlements"), including, but not limited, to disputes regarding the treatment of Non-Crossover Second Lien Credit Agreement Claims (the "Second Lien Lender Settlement").

YY. Based upon the representations and arguments of counsel to the Debtors and the Restructuring Support Parties and all other testimony proffered and other evidence introduced at the Combined Hearing and the full record of these Reorganization Cases, the findings and conclusions of which are hereby incorporated by reference as if fully set forth herein, this Order constitutes the Bankruptcy Court's approval, as of the Effective Date, of all Settlements, including the Second Lien Lender Settlement. Such approval is appropriate because, among other things:

- the Settlements reflect a reasonable balance between certainty and the risks and expenses of both future litigation and the continuation or conversion of these Reorganization Cases;
- absent the Settlements, there is a likelihood of complex and protracted litigation with the attendant expense, inconvenience and delay that would risk the Debtors' reorganization efforts and the rehabilitation of the Debtors' businesses;
- the Settlements fall well within the range of reasonableness for the resolution of potentially complex litigation;
- the Settlements are fair, equitable and reasonable and in the best interests of the Debtors and their Estates, the Reorganized Debtors and their respective property, creditors, equity security holders and other parties in interest in the Reorganization Cases;
- the Settlements will maximize the value of the Estates by preserving and protecting the ability of the Reorganized Debtors to continue operating outside of bankruptcy protection in the ordinary course of business and in compliance with applicable law; and
- the Settlements are the product of arms' length bargaining and good faith negotiations between and among the Debtors and parties in interest, including, with respect to the Second Lien Lender Settlement, the Restructuring Support Parties.

ZZ. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the discharge set forth in Section 9.1 of the Amended Plan and the releases, exculpations and injunctions (collectively, the "Releases") set forth in Section 9.4 of the Amended Plan, as modified by this Order. Sections 105(a) and 1123(b) of the Bankruptcy Code permit issuance of the injunctions and approval of the other Releases.

AAA. Based upon the record of the Reorganization Cases and the evidence accepted at the Combined Hearing, which is reasonable, persuasive and credible, and has not been controverted by other evidence, the Bankruptcy Court finds that the Releases, as modified by this Order, are consistent with the Bankruptcy Code and applicable law and are in the best interests of the Debtors' Estates, their creditors and equity holders, and other stakeholders. The Released Parties played a critical role in the formulation of the Amended Plan. Further, the Releases are integral components of the Amended Plan and are fair to the Releasing Parties. In light of all the circumstances, the Releases, as modified by this Order, are consistent with the prevailing law in this District.

BBB. Without limiting the provisions of paragraphs BBB and CCC hereof, the Bankruptcy Court finds that: (i) the release of potential Claims belonging to the Debtors or their Estates pursuant to Section 9.4(b) of the Amended Plan represents a sound and valid exercise of the Debtors' business judgment; (ii) the third-party releases contemplated by Section 9.4(c) of the Amended Plan are consensual, necessary and fair under the circumstances of the Reorganization Cases and consistent with applicable law; and (iii) the Releases were proposed in good faith, are essential to the Amended Plan, are appropriately tailored, are intended to promote finality and prevent parties from attempting to circumvent the Amended Plan's terms and, as modified by this

Order, are consistent with the Bankruptcy Code and applicable law and, therefore, valid and binding. The third-party releases shall be binding on the Releasing Parties, including all parties who voted in favor of the Amended Plan or who elected to grant such Releases on a Ballot or Vote Modification Form. For the avoidance of doubt, and without limiting the scope of the Debtors' release in Section 9.4(b) of the Amended Plan, creditors that (i) are not specifically identified as Releasing Parties and (ii) neither (A) voted to accept the Plan nor (B) voted to reject the Plan but affirmatively elected to provide releases by checking the appropriate box on the Ballot, are not bound by the releases in Section 9.4 of the Amended Plan or this paragraph.

CCC. The Releases, as modified by this Order, constitute good-faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for substantial consideration and: (i) are in the best interests of the Debtors, their Estates and holders of Claims and Interests; (ii) are fair, equitable and reasonable; and (iii) are necessary and integral elements of the restructuring and resolution of the Reorganization Cases in accordance with the Amended Plan. The failure to approve the Releases, as modified by this Order, would seriously impair the Debtors' ability to confirm the Amended Plan. Support for the Amended Plan by the Restructuring Support Parties, including the Majority Equity Holder providing the Majority Equity Holder Contribution, is conditioned upon approval of the Releases, without which the Restructuring Support Parties would not have supported the Amended Plan.

DDD. Each provision of the Releases, as modified by this Order, (i) is within the jurisdiction of the Bankruptcy Court under 28 U.S.C. § 1334; (ii) is an essential means of implementing the Amended Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (iii) is an integral element of the settlements and transactions incorporated into the Amended Plan;

(iv) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and holders of Claims and Interests; (v) is important to the overall objectives of the Amended Plan to finally resolve all Claims and Interests among or against the parties in interest in the Reorganization Cases with respect to the Debtors' reorganization; and (vi) is consistent with sections 105, 1123 and 1129 of the Bankruptcy Code and all other applicable law.

EEE. Each non-Debtor Released Party that will benefit from the Releases, as modified by this Order, either shares an identity of interest with the Debtors (by virtue of indemnification obligations or otherwise), was instrumental to the successful prosecution of the Reorganization Cases and/or provided a substantial contribution to the Debtors, which value provided a significant benefit to the Debtors' Estates. The Releases, as modified by this Order, are, individually and collectively, integral to, and necessary for the successful implementation of, the Amended Plan, essential to the Debtors' reorganization and supported by substantial consideration. Releases of non-Debtor parties pursuant to Section 9.4 of the Amended Plan are subject to the terms of the Amended Plan and this Order. The Releases, as modified by this Order, are binding upon the Releasing Parties, which are each of, and solely in its capacity as such: (i) the First Lien Credit Facility Agent; (ii) the Consenting First Lien Lenders; (iii) the Second Lien Credit Facility Agent, (iv) the Consenting Second Lien Lenders; (v) the Majority Equity Holder; (vi) the DIP Lenders; (vii) the DIP Agent; (viii) Arnold & Porter Kaye Scholer LLP, as successor in interest to Kaye Scholer LLP (collectively, "APKS") and CDG Group, LLC; (ix) any holder of a Claim who voted to accept the Plan or the Amended Plan; (x) any holder of a Claim who voted to reject the Plan but who affirmatively elected to provide releases by checking the appropriate box on the Ballot; (xi) the manager, management company or investment advisor of any of the foregoing; and (xii) with respect to the foregoing entities in

clauses (i) through (xi), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals. The Releases, as modified by this Order, are granted for the benefit of the Released Parties, which are each of, and solely in its capacity as such: (i) the Debtors and each of their non-Debtor direct or indirect subsidiaries; (ii) the First Lien Credit Facility Agent; (iii) the Consenting First Lien Lenders; (iv) the Second Lien Credit Facility Agent, (v) the Consenting Second Lien Lenders; (vi) the Majority Equity Holder; (vii) the DIP Lenders; (viii) the DIP Agent; (ix) APKS and CDG Group, LLC; (x) the manager, management company or investment advisor of any of the foregoing; and (xi) with respect to each of the foregoing entities in clauses (i) through (x), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals. The Ballot and Vote Modification Form explicitly stated the following: (i) those that vote to accept the Plan or the Amended Plan agree to be bound by the Releases and the Releases shall become immediately and automatically binding and effective on the date the Plan is consummated; and (ii) those that vote to reject the Plan may elect to grant the Releases or may choose to withhold such consent.

FFF. Holders of Claims that either (i) submitted a Ballot or Vote Modification Form voting to accept the Plan or Amended Plan or (ii) submitted a Ballot voting to reject the Plan but elected to grant the Releases by checking the appropriate box on the Ballot were given due and adequate notice that they would be accepting the Releases by acting in such a manner. The Releases were also disclosed and explained on the Ballots and in the Disclosure Statement and Amended Disclosure Statement, Plan and Amended Plan and in the materials accompanying

the notice of the Combined Hearing. Accordingly, in light of all of the circumstances, the Releases satisfy the applicable standards contained in Deutsche Bank AG, London Branch v. Metromedia Fiber Network, Inc. (In re Metromedia Fiber Network, Inc.), 416 F.3d 136 (2d Cir. 2005), are fair to the Releasing Parties and are otherwise appropriate under Johns-Manville Corp. v. Chubb Indem. Ins. Co. (In re Johns-Manville Corp.), 600 F.3d 135 (2d Cir. 2010).

CONDITIONS PRECEDENT TO CONFIRMATION OF THE AMENDED PLAN

GGG. The conditions precedent to confirmation of the Amended Plan set forth in Section 12.1 thereof have been satisfied or duly waived in accordance with Section 12.3 of the Amended Plan.

RETENTION OF JURISDICTION

HHH. The Bankruptcy Court properly retains jurisdiction over the matters set forth in Sections 5.2 and 9.7 of the Amended Plan and, pursuant to Section 13.1 of the Amended Plan, the Bankruptcy Court properly retains such jurisdiction as is legally permissible, including, without limitation, for the purposes described in Section 13.1 of the Amended Plan; provided, however, that notwithstanding anything to the contrary in the Amended Plan or this Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of: (i) the First Lien Credit Agreement or any of the documentation related thereto, including the First Lien Credit Agreement Amendment; or (ii) any other document in the Plan Supplement that has a choice of venue provision, which provision shall govern exclusively.

MISCELLANEOUS

III. All parties have had a full and fair opportunity to litigate all issues raised or that might have been raised in the Objections, and the Objections have been fully considered by the Bankruptcy Court.

JJJ. Given the facts and circumstances of these Reorganization Cases, it is appropriate that the 14-day stay imposed by Bankruptcy Rules 3020(e) and 7062(a) be waived. Time is of the essence in effecting the reorganization and emergence of the Debtors from chapter 11 and a prompt Effective Date is appropriate. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk their appeal being foreclosed as moot.

After due deliberation and sufficient cause appearing therefor, it is hereby
ORDERED, that:

A. Solicitation Procedures and Disclosure Statement

1. Solicitation. The Solicitation Procedures, Solicitation Packages, the solicitation of votes, the tabulation of votes to accept or reject the Plan, as amended by the Amended Plan: (a) were appropriate and satisfactory under the circumstances of the Reorganization Cases; (b) were in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines and the Scheduling Order; and (c) are approved by the Bankruptcy Court in all respects. A waiver of the requirement of Bankruptcy Rule 3017(d) to serve the Solicitation Package and, to the extent applicable, the Modification Package, on all creditors and equity security holders is appropriate under the circumstances of the Reorganization Cases and is hereby granted.

2. Ballots. The form of Ballot annexed to the Solicitation Approval and Plan Confirmation Motion and included in the Solicitation Packages (a) was adequate and appropriate, (b) was in compliance with Bankruptcy Rule 3018(c) and the Guidelines, (c) conformed to the Official Form Number 14 and (d) is approved in all respects. No other ballot is or was required to adequately solicit the Plan, as amended by the Amended Plan.

3. Notice of the Plan. Notice of the Plan, the Amended Plan (including the Plan Supplement), the exhibits thereto (and all amendments and modifications thereto), the Disclosure Statement, the Amended Disclosure Statement, the Solicitation Packages, the opportunity to modify votes and the Vote Modification Deadline and the Combined Hearing was proper and adequate. In particular, the Debtors mailed or caused to be mailed a copy of the Combined Hearing Notice that included the Plan Summary and the Revised Combined Hearing Notice that included the Amended Plan Summary to all known creditors of the Debtors, holders of Claims in the Voting Class and holders of Claims in the Modification Class, which constituted due and proper notice to such parties. Together with the issuance of the Publication Notice, notice to Non-Voting Classes was appropriate and satisfactory and was in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines, the Scheduling Order and the Vote Modification Order. No further notice or solicitation of votes to accept or reject the Plan from the Non-Voting Classes was necessary.

4. The Disclosure Statement. The Disclosure Statement: (i) contained adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act, with respect to solicitation of the Plan; (ii) contained "adequate information," as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code, regarding the Debtors, the Plan and the transactions contemplated therein for purposes of solicitation of the Plan; and (iii) is approved in all respects. The filing of the Disclosure Statement with the Clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

5. To the extent necessary, the Amended Disclosure Statement also is approved as containing adequate information regarding the Debtors, the Amended Plan, the

transactions contemplated therein and the Reorganization Cases for purposes of allowing holders of First Lien Credit Agreement Claims and Non Crossover Second Lien Credit Agreement Claims the opportunity to change their actual or deemed votes with respect to the Plan and the Amended Plan.

B. Confirmation of Amended Plan

6. The Amended Plan and each of its provisions (whether or not specifically referenced or approved herein) and all Plan Modifications are CONFIRMED in each and every respect, pursuant to section 1129 of the Bankruptcy Code; provided, however, that if there is any direct conflict between the terms of the Amended Plan and the terms of this Order, the terms of this Order shall control.

7. Effective Date. The Effective Date of the Amended Plan shall occur on the date determined by the Debtors when the conditions set forth in Section 12.2 of the Amended Plan have been satisfied or, if applicable, have been waived in accordance with Section 12.3 of the Amended Plan. For the avoidance of doubt, consistent with the terms of the Amended Plan, the condition to the Effective Date set forth at Section 12.2(a) of the Amended Plan requiring entry of this Order in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder may not be waived.

8. Objections. Any Objections to confirmation of the Amended Plan and/or approval of the Disclosure Statement, the Amended Disclosure Statement or the Solicitation Procedures, or any other relief granted herein, and any reservation of rights contained therein, are deemed withdrawn, waived, or settled; provided, however, that the informal Objections raised by the U.S. Trustee are RESOLVED by the terms of this Order. For the avoidance of doubt, and

without limiting the foregoing, any timely objections to Cure Amounts are preserved to the extent provided in Section 10.3(b) of the Amended Plan.

9. Approval of Settlements. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and pursuant to Bankruptcy Rule 9019, the Settlements set forth in or incorporated into the Amended Plan, and all agreements and other documents relating to the foregoing, are approved in all respects on a final, non-contingent basis.

10. Order Binding on All Parties. In accordance with section 1141(a) of the Bankruptcy Code and subject to the terms of the Amended Plan and this Order, upon the occurrence of the Effective Date, the Amended Plan and this Order shall be effective, enforceable and binding upon, and inure to the benefit of: (a) the Debtors; (b) the Reorganized Debtors; (c) any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Amended Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Amended Plan); (d) any other person giving, acquiring or receiving property under the Amended Plan; (e) any and all non-Debtor parties to executory contracts or unexpired leases with any of the Debtors; and (f) the respective heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing. All Settlements, compromises, waivers and discharges set forth in the Amended Plan shall be, and hereby are, effective and binding on any individual, corporation, partnership, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, including, for the avoidance of doubt, Interest holders, current or former employees of the Debtors or any other entity who may have had standing to assert any settled or discharged causes of action, and no other Person

or entity shall possess such standing to assert such causes of action after the Effective Date. All Releases set forth in the Amended Plan, as modified by this Order, are effective and binding on all Releasing Parties. The Amended Plan and this Order constitute legal, valid, binding and authorized obligations of the respective parties subject thereto and shall be enforceable in accordance with their terms pursuant to section 1142(a) of the Bankruptcy Code notwithstanding any otherwise applicable non-bankruptcy law.

C. Implementation of Amended Plan

11. Authority to Implement Amended Plan. This Order establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Amended Plan, including without limitation, the specific acts or actions or documents or instruments identified in Article VIII of the Amended Plan, and no board, member, partner or shareholder vote shall be required with respect thereto. All such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, among other things: (a) all transfers of assets that are to occur pursuant to the Amended Plan, the Plan Supplement or this Order; (b) the incurrence of all obligations contemplated by the Amended Plan, the Plan Supplement or this Order and the making of all Distributions under the Amended Plan, the Plan Supplement or this Order; and (c) entering into any and all transactions—including, without limitation, the Restructuring Transaction pursuant to Section 8.1 of the Amended Plan—contracts, leases, instruments, releases, credit facilities and other documents and arrangements authorized by the Amended Plan or this Order.

The authorizations and approvals required to execute the foregoing shall be effective notwithstanding any requirements under non-bankruptcy law. The Debtors and Reorganized

Debtors, and each of the officers of the Debtors and Reorganized Debtors in accordance with his or her authority under the resolutions of the applicable board of directors or managers, is authorized to execute, deliver, file or record such documents, contracts, instruments, securities, certificates and other agreements and take such other actions (including those actions the Debtors or the Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or a simplification of the overall corporate structure) as may be necessary to effectuate and further evidence the terms and conditions of the Amended Plan and this Order, including (a) with respect to the Restructuring Transaction and (b) the release, on behalf of any holder, of any lien, mortgage, financing statement or encumbrance, on account of any Claims, liens and encumbrances waived, released or discharged pursuant to the Amended Plan or this Order, so long as such documents, contracts, instruments and other agreements are consistent with the Amended Plan and this Order. All counterparties to any documents described in this paragraph are hereby directed to execute such documents as may be required or provided by such documents, without further order of the Bankruptcy Court.

12. Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Amended Plan or any agreement, instrument or other document incorporated therein, including Section 8.1 of the Amended Plan, on the Effective Date, all property comprising the Estates (including, subject to any release provided for in the Amended Plan, as modified by this Order, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders

of certain Claims under the Amended Plan. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Amended Plan or this Order.

13. Restructuring Transaction. The Restructuring Transaction is approved and authorized in all respects, and the Debtors and Reorganized Debtors and their officers, managers and directors are authorized, subject to the consent rights contained in the Amended Plan, to execute, adopt and/or amend such documents and take such actions as may be reasonably required to implement the Restructuring Transaction in a manner consistent with the Amended Plan and this Order.

14. Other Essential Documents and Agreements. The form of documents comprising the Plan Supplement and any other agreements, instruments, certificates or documents related to (a) the Amended Plan, (b) the Plan Supplement or (c) the transactions contemplated by each of the foregoing are hereby approved and, upon execution and delivery of the agreements, instruments, certificates or documents relating thereto by the applicable parties (and the satisfaction of applicable terms and conditions to their effectiveness), shall be in full force and effect and valid, binding and enforceable in accordance with their terms without the need for any further notice to or action, order or approval of this Bankruptcy Court, or other act or action under applicable law, regulation, order or rule.

15. No Action Required. Under the provisions of applicable non-bankruptcy law and section 1142(b) of the Bankruptcy Code, the Debtors and Reorganized Debtors are authorized, with no further action of the respective directors, equity holders, managers or

members of the Debtors required, to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the Amended Plan and any contract, instrument or other document (including any documents that are part of the Plan Supplement) to be executed, delivered, adopted, or amended in connection with the implementation of the Amended Plan.

16. New Credit Facilities. A valid business purpose exists for approval of the First Lien Credit Agreement Amendment, the Senior Exit Facility and the PIK Credit Agreement (collectively, the "New Credit Facilities") and all agreements, security documents, instruments, certificates and all other documents related thereto, including the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement and the PIK Credit Agreement (collectively, the "New Credit Facility Documents") contemplated by the Amended Plan and this Order. The New Credit Facility Documents are hereby approved and ratified as being negotiated and executed in good faith and being critical to the success and feasibility of the Amended Plan. Any credit extended, or letters of credit or securities issued, for the account of or loans made to the Reorganized Debtors by the applicable lenders in accordance with the New Credit Facilities shall be deemed to have been extended, issued and made in good faith and for legitimate business purposes. The Debtors and the Reorganized Debtors, as applicable, are authorized, without any further notice, action, order or approval of the Bankruptcy Court, to finalize, execute and deliver the New Credit Facility Documents and to perform their obligations thereunder, and any such execution or delivery occurring prior to the entry of this Order is hereby ratified and approved. The New Credit Facility Documents (when and to the extent entered into) shall constitute the legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms.

17. Authorization and Issuance of New Common Stock. Reorganized

Speedstar shall authorize and issue the New Common Stock as of the Effective Date, and the New Common Stock shall be distributed in accordance with Articles V and VII of the Amended Plan. In accordance with the Amended Plan, the New Common Stock shall represent 100% of the common stock of Reorganized Speedstar outstanding on the Effective Date, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution. The shares of New Common Stock authorized or issued in connection with the Amended Plan, including restricted stock, options, stock appreciation rights or other equity awards, if any, in connection with the Management Incentive Plan, shall be authorized without the need for further corporate action or without any further action by any Person, and once issued, shall be duly authorized, validly issued, fully paid and non-assessable.

18. Termination of Professionals. On the Effective Date, in accordance with

Section 13.9 of the Amended Plan, the engagement of each Professional Person retained by the Debtors shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, that: (a) such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims; and (b) nothing herein shall prevent the Reorganized Debtors from retaining any such Professional Person on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

19. Distributions. All distributions pursuant to the Amended Plan shall be

made in accordance with Articles IV, V and VIII thereof, and such methods of distribution are hereby approved.

20. Amended Plan Classification Controlling. The terms of the Amended Plan shall govern the classification of Claims and Interests for purposes of the Distributions to be made thereunder. The classifications set forth on the Ballots or Vote Modification Form:

(a) were set forth solely for purposes of voting to accept or reject the Plan or for purposes of changing such votes with respect to the Amended Plan, as applicable; and (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Amended Plan for distribution purposes.

D. Approval of Discharge and Releases

21. Discharge of the Debtors. The discharge and injunction provisions set forth in Sections 9.1, 9.3 and 9.4 of the Amended Plan are approved as set forth below and shall be immediately effective on the Effective Date of the Amended Plan without further order or action on the part of the Bankruptcy Court or any other party. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Amended Plan or this Order, including Section 9.3 of the Amended Plan, entry of this Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on and Interests in the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of this Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof voted, or is deemed to have voted, to accept the Amended Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or any of their assets or properties any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

22. The Releases set forth in Section 9.4 of the Amended Plan are replaced in their entirety by paragraphs 23 through 35 of this Order. The Releases, as modified by this Order, are approved in all respects, so ordered and shall be immediately effective on the Effective Date without further order or action on the part of the Bankruptcy Court, any of the parties to such releases or any other party, provided, however, that the Releases shall be applicable to the Majority Equity Holder only upon receipt of the Majority Equity Holder Contribution by the Debtors or the Reorganized Debtors, as applicable.

23. The treatment to be provided for Allowed Claims or Interests pursuant to the Amended Plan shall be in full and final satisfaction, settlement, release and discharge of such Claims or Interests, respectively.

24. Debtor Releases. Except as otherwise expressly set forth in the Amended Plan or this Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any Person seeking to exercise the rights of the Debtors' estates, including without limitation, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge, and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession and any

person seeking to exercise the rights of the Debtors' estates, including without limitation, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code), all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever (other than all rights, remedies and privileges to enforce the Amended Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including, without limitation, the Plan Documents) delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Amended Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to Section 9.4(b) of the Amended Plan, the Reorganization Cases, the Plan, the Amended Plan, the Disclosure Statement or the Amended Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any

Claim or Interest or other entity, against any Released Party, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in Section 9.4(b) of the Amended Plan or this Order be construed as a release of any (a) Intercompany Claim, (b) Released Party's gross negligence, willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors or (c) attorney of a Released Party, solely to the extent that such release would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction binding on an attorney of a Released Party.

25. Releases by Holders of Claims and Interests. Except as expressly set forth in the Amended Plan or in this Order, on the Effective Date, to the fullest extent permissible under applicable law, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Amended Plan, the Distributions provided for under the Amended Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Amended Plan and the Restructuring Transaction, will be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Amended Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents (including,

without limitation, the Plan Documents) delivered under or in connection with the Amended Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Amended Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Amended Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan, the Amended Plan, the Disclosure Statement or the Amended Disclosure Statement, against any Released Party and its respective property, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in Section 9.4(c) of the Amended Plan or this Order be construed as a release of any: (a) Intercompany Claim; (b) Released Party's gross negligence, willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors; or (c) attorney of a Released Party, solely to the extent that such release would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction if binding on an attorney of a Released Party. For the avoidance of doubt, and without limiting the scope of the Debtors' release in Section 9.4(b) of the Amended

Plan, creditors that (a) are not specifically identified as Releasing Parties and (b) have neither (i) voted to accept the Plan nor (ii) voted to reject the Plan but affirmatively elected to provide releases by checking the appropriate box on the Ballot, are not bound by the releases in Section 9.4 of the Amended Plan or this paragraph.

26. The approval of the Releases hereby constitutes the Bankruptcy Court's finding that such Releases are: (a) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released by the Amended Plan and this Order; (b) in the best interests of the Debtors and all holders of Claims and Interests; (c) fair, equitable and reasonable; (d) approved after due notice and opportunity for hearing; (e) consistent with applicable law in this District; and (f) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property.

27. Notwithstanding anything to the contrary contained in the Amended Plan or this Order, with respect to a Released Party that is a non-Debtor, nothing in the Amended Plan or this Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in this Order or the Amended Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in this Order or the Amended Plan exculpate any non-Debtor party from any liability to

the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

28. Notwithstanding anything to the contrary contained in the Amended Plan or this Order, except to the extent permissible under applicable law, except with respect to a Released Party that is a Debtor, nothing in this Order or the Amended Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in this Order or the Amended Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in this Order or the Amended Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Amended Plan or this Order shall discharge, release or otherwise preclude any valid right of setoff or recoupment.

29. As to the United States, its agencies, departments or agents, nothing in the Amended Plan or this Order shall discharge, release or otherwise preclude: (a) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (b) any valid right of setoff or recoupment. Furthermore, nothing in the Amended Plan or this Order:
(a) discharges, releases or precludes any environmental liability that is not a claim (as that term

is defined in the Bankruptcy Code) or any environmental claim (as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date;

(b) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (c) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (d) enjoins a governmental unit from asserting or enforcing outside this Bankruptcy Court any liability described in this paragraph.

30. Notwithstanding any other provision hereof, nothing in the Amended Plan or this Order discharges or releases the Debtors or any other entity from any debt, obligation, claim, liability or cause of action of any federal or state taxing authority or impairs the ability of any taxing authority to pursue any debt, obligation, claim, liability or cause of action against any Debtor, Reorganized Debtor or non-Debtor. All claims, liabilities or causes of action of, or to, any taxing authority shall survive the Reorganization Cases as if the cases had not been commenced and be paid and determined in the manner and by the administrative or judicial tribunals in which such rights or claims would have been resolved or adjudicated if the Reorganization Cases had not been commenced. Without limiting the foregoing, for the avoidance of doubt: (a) taxing authorities shall not be required to file any claims in the Debtors' Reorganization Cases; (b) nothing shall affect or impair the ability of any taxing authority to make demand on, be paid by or otherwise pursue any sureties that are jointly and severally liable with the Debtors and/or the Reorganized Debtors for any debt owed to a taxing authority; (c) nothing shall affect or impair the exercise of any taxing authority's police and regulatory powers against the Debtors and/or the Reorganized Debtors; and (d) nothing shall affect or

impair any taxing authority's rights to assert setoff and recoupment, including contingent or unliquidated rights, against the Debtors and/or the Reorganized Debtors.

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

32. Injunction. Except as otherwise provided in the Amended Plan or this Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or

any property of any such transferee or successor; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Amended Plan to the full extent permitted by applicable law; (e) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; or (f) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Amended Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (a) through (f) above against the Released Parties or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained in this Order or in the Amended Plan shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Amended Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Amended Plan.

33. All Persons releasing claims pursuant to Section 9.4(b) or 9.4(c) of the Amended Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (a) through (e) of paragraph 32 of this Order against any party

with respect to any claim released pursuant to this Order and Section 9.4(b) or Section 9.4(c) of the Amended Plan.

34. Exculpation. None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest for any postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation and execution of the Plan, the Amended Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the Amended Disclosure Statement, the dissemination of the Plan or Amended Plan, the solicitation of votes for the Plan and the pursuit of confirmation of the Amended Plan, the consummation of the Amended Plan, or the administration of the Amended Plan or the property (including without limitation the New Common Stock, and any other security offered, issued or distributed in connection with the Amended Plan) to be distributed under the Amended Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omissions in connection with the Plan, the Amended Plan or the restructuring of the Debtors except gross negligence, willful misconduct, intentional fraud or criminal conduct, each as determined by a Final Order. The Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Amended Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of a Released Party, no attorney of any Released Party shall be released by the Debtors or the Reorganized Debtors.

35. Injunction Related to Exculpation. This Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or

otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Amended Plan.

36. Survival of Certain Indemnification Obligations. Pursuant to Section 9.3 of the Amended Plan, the obligations of the Debtors to indemnify individuals who serve or served on or after the Petition Date as their respective directors, officers, agents, employees, representatives and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes and preconfirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives and Professional Persons retained by the Debtors, based upon any act or omission related to service with, for or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Amended Plan but shall survive unaffected by the reorganization contemplated by the Amended Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Amended Plan.

37. Certain Professional Fees. The Bankruptcy Court hereby approves the payment by the Debtors of up to \$1.25 million to APKS and CDG Group, LLC ("CDG"), collectively, in respect of fees and expenses incurred by such professionals in relation to their prepetition role as advisors to an *ad hoc* committee of First Lien Lenders and, as asserted by APKS and CDG, the First Lien Credit Facility Agent.

E. Exemption from Certain Taxes and Fees

38. Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, the following shall not be subject to stamp, conveyance, mortgage, sales or use, real estate transfer, recording or other similar tax or governmental assessment: (a) the issuance, transfer or exchange of any securities, including in connection with any Distributions or the Restructuring Transaction; (b) the creation of any mortgage, deed of trust, lien or other security interest; (c) the making or assignment of any lease or sublease; (d) the execution and delivery of the New Credit Facility Documents; (e) the Restructuring Transaction, including with respect to issuance of the New Common Stock; and (f) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Amended Plan, including any merger agreements, agreements of consolidation, restructuring, reorganization, transfer, disposition, conversion, liquidation or dissolution, deeds, bills of sale or assignments, applications, certificates or statements executed or filed in connection with any of the foregoing or pursuant to the Amended Plan.

39. All filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded in accordance with the Amended Plan or this Order without payment of any such taxes, fees or charges described in paragraph 38 above. Notice of entry of this Order in the form approved by the Bankruptcy Court (a) shall have the effect of an order of the Bankruptcy Court, (b) shall constitute sufficient notice of the entry of this Order to such filing and recording officers and (c) shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law. The Bankruptcy Court retains jurisdiction to enforce the foregoing direction by contempt proceedings or otherwise.

40. Any transfers of owned or leased real property undertaken pursuant to the Amended Plan or the Restructuring Transaction are specifically for the purpose of implementing the Amended Plan and reorganizing and restructuring the Debtors under the Bankruptcy Code and shall not trigger (a) any increase in applicable real property taxes or (b) a reappraisal of any real property so transferred.

F. Exemption From Federal Securities Laws

41. To the maximum extent provided by section 1145 of the Bankruptcy Code and/or applicable non-bankruptcy law (including section 4(a)(2) of the Securities Act), the offering, issuance and distribution of the PIK Loan, New Common Stock and/or other securities issued or transferred under the Amended Plan shall be exempt from section 5 of the Securities Act, all rules and regulations promulgated thereunder and any state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer or underwriter of, or broker or dealer in, a security.

G. Executory Contracts and Unexpired Leases

42. The provisions of Article X of the Amended Plan are specifically approved in all respects, are incorporated herein in their entirety and are so ordered, as modified by this Order. As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount in accordance with Sections 10.2 and 10.3 of the Amended Plan, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement (as amended on March 20, 2017, Docket No. 406) shall be deemed rejected as of the Effective Date; and (c) all executory contracts and

unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date, whether filed before or after entry of this Order, shall be treated as provided for in the Final Order resolving such motion.

43. Subject to the occurrence of the Effective Date, entry of this Order shall constitute approval of the assumptions and rejections described in Section 10.1 of the Amended Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to Section 10.1 of the Amended Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

44. The determination of whether the employment agreement, employment and non-competition agreement, severance and non-competition agreement or similar agreement (collectively, the "Employment Agreements") of the 18 employees identified by employee number on Appendix C hereto should be assumed or rejected shall be made within the sole discretion of the New Board after it has been constituted and in accordance with its applicable governance documents on the Effective Date. The foregoing shall not apply to the Employment Agreements with the 10 non-insider employees identified by employee number on Appendix D hereto, each of whom was a participant in the Debtors' key employee retention plan previously approved in these cases, and such agreements shall be assumed as of the Effective Date.

45. To the extent that any Employment Agreement is not rejected by the New Board, acting in its sole discretion, pursuant to a notice filed on the Effective Date, such agreement(s) will be assumed as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. To the extent any Employment Agreement is rejected, such rejection will be effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code,

and the applicable employee(s) shall not be bound by any prohibitions or restrictions on employment, including, but not limited to, covenants not to compete, in such agreement(s). In the event of such rejection, all parties' rights and defenses with respect to any claims arising from such rejection, including priority, classification and whether the applicable Employment Agreement was or was not an executory contract, are expressly preserved.

46. Compensation and Benefit Programs. Except as otherwise expressly provided in the Amended Plan, in a prior order of the Bankruptcy Court or to the extent subject to a motion pending before the Bankruptcy Court as of the Effective Date, all employment and severance policies and all compensation and benefit plans, policies, and programs of the Debtors applicable to their respective employees and retirees, including, without limitation, all savings plans, unfunded retirement plans, healthcare plans, disability plans and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Amended Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. The severance benefit plans, bonus plans, retention plans and incentive plans referenced in Section 10.4(a) of the Amended Plan will not be treated as executory contracts under the Amended Plan and are not being assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code.

47. Collective Bargaining Agreements. All collective bargaining agreements to which one or more of the Debtors is a party (and any plans or programs established therein) shall be treated as executory contracts under the Amended Plan and on the Effective Date will be assumed by the applicable Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code. Any and all disputes under any assumed collective bargaining agreement

shall be resolved and enforced pursuant to the procedures set forth in such collective bargaining agreement.

48. Assumption of any executory contract or unexpired lease pursuant to the Amended Plan or otherwise and payment, or reservation in the case of a Cure Dispute, of the applicable Cure Amount, if any, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or bankruptcy-related defaults, arising under any assumed or assumed and assigned executory contract or unexpired lease at any time prior to the effective date of assumption, other than those post-Effective Date obligations referenced and preserved below. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned are disallowed and expunged without further notice to or action, order or approval of the Bankruptcy Court. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors shall continue to honor all post-Effective Date obligations (including postpetition obligations that have arisen, but are not in default, as of the Effective Date), whether monetary or nonmonetary, under any assumed or assumed and assigned executory contract or unexpired lease, respectively, in accordance with their terms, and neither the payment of any Cure Amount nor entry of this Order shall be deemed to release the Debtors or the Reorganized Debtors from such obligations.

49. Assumption of Rolling Hills Properties Lease. That certain lease by and between Rolling Hills Properties LLC ("Rolling Hills Properties") and Debtor Transtar Industries, Inc. ("Transtar Industries"), dated March 26, 2003, as amended by that certain Fourth Amendment to Lease dated February 27, 2017 (the "Rolling Hills Amended Lease"), is hereby assumed by Transtar Industries, subject to payment in full of any Cure Amount due under the

Rolling Hills Amended Lease in accordance with the Amended Plan, and such assumption is hereby approved by the Bankruptcy Court in accordance with the Amended Plan. Nothing contained in this Order shall be deemed to modify or impair the parties' respective rights under the Amended Lease, and Rolling Hills Properties' rights and remedies in the event of a postpetition default by Transtar Industries shall be fully preserved in accordance with the Amended Plan.

50. Assumption of Aetna Life Insurance Company Agreement and Stop Loss Policy. In order to provide Aetna Life Insurance Company and its affiliates (collectively, "Aetna"), with adequate assurance that the Debtors and Reorganized Debtors will perform their obligations under: (a) the Master Services Agreement (MSA-847877) between Debtor Transtar Industries, Inc. and Aetna (the "MSA") (under which Aetna provides claims administration and related services with respect to the Debtors' self-funded employee health benefits plan (the "Health Plan")); and (b) that certain Stop Loss Insurance Policy with Aetna (the "Stop Loss Policy") related to Health Plan benefits paid by the Debtors, the MSA and Stop Loss Policy are hereby deemed assumed and assigned to the Reorganized Debtors under the Amended Plan, and, notwithstanding any other provisions of this Order or of the Amended Plan, the Debtors and Reorganized Debtors shall pay to Aetna in the ordinary course of business all postpetition amounts incurred by, or that become due to Aetna under the MSA or the Stop Loss Policy, including, without limitation, all Health Plan benefits paid by Aetna for which it has not otherwise been reimbursed, without regard to whether the dates of service for such benefits were prior to or after the Petition Date.

51. Survival of Insurance Contracts. Notwithstanding anything to the contrary in the Disclosure Statement, the Amended Disclosure Statement, the Amended Plan, the Plan

Documents, the Plan Supplement, this Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, or grants an injunction or release), all terms, conditions, rights, claims, liabilities, obligations, defenses, limitations and exclusions set forth in, or arising pursuant to any and all insurance policies that have been issued at any time to provide insurance coverage, benefits or proceeds to any of the Debtors or under which any of the Debtors may claim rights to receive insurance coverage, benefits or proceeds and all agreements, documents or instruments relating thereto (any such document, an "Insurance Contract") shall survive and shall not be amended, modified, waived, released, discharged or impaired in any respect and shall remain in full force and effect and subject to applicable non-bankruptcy law, and the Reorganized Debtors shall remain liable for all obligations thereunder regardless of whether they arise before or after the Effective Date without the need or requirement of any company or other entity that issued any such Insurance Contract, and any respective predecessors and/or affiliates thereof to file or serve any objection to a proposed Cure Amount, or a request, application, claim, proof or motion for payment or allowance of any Administrative Claim or Allowed Administrative Claim.

H. Pension Plans

52. Consistent with Section 13.4 of the Amended Plan, upon entry of this Order, Debtor Alma Products I, Inc. shall assume and continue to maintain the Pension Plans and, upon the effectiveness of such assumption, PBGC shall be deemed to have withdrawn with prejudice any contingent proofs of Claim filed by PBGC against the Debtors with respect to the Pension Plans. Subject to the occurrence of the Effective Date, entry of this Order shall constitute approval of the provisions of Section 13.4 of the Amended Plan, including (a) the assumption of the Pension Plans, (b) withdrawal of any contingent proofs of Claim filed by

PBGC against the Debtors with respect to the Pension Plans and (c) contributions by Debtor Alma Products, I, Inc. to the Pension Plans as provided thereunder.

I. Payment of Administrative Claims and Fees

53. Administrative Claims. Except as otherwise provided in Section 4.2 of the Amended Plan or in an order of the Bankruptcy Court, Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims.

54. Professional Fees. Professional Persons or other entities asserting a Fee Claim for services rendered before the Effective Date must file and serve, in accordance with Sections 2.5 and 4.4 of the Amended Plan, all proofs of Claim or applications for payment of Fee Claims by the date that is 45 days after the Effective Date (or, if either such date is not a Business Day, by the next Business Day thereafter). Any Professional Person that fails to file such a proof of Claim or application on or before such date shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Claim.

55. Pursuant to Section 2.5 of the Amended Plan, objections to Fee Claims, if any, must be filed and served on the applicable Professional Person, the Debtors and the United States Trustee by no later than 65 days after the Effective Date (or, if either such date is not a Business Day, by the next Business Day thereafter) or by such other date as may be established by an order of the Bankruptcy Court.

J. Bankruptcy Court Orders

56. Binding Effect of Prior Orders. Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Amended Plan and this Order, all prior orders entered in the Reorganization Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before the Bankruptcy Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

57. Order Effective Immediately. Notwithstanding Bankruptcy Rules 3020(e) and 7062 or otherwise, the stay provided for under Bankruptcy Rule 3020(e) or otherwise shall be waived and this Order shall be effective immediately and enforceable upon entry.

The Debtors are authorized to consummate the Amended Plan and the transactions contemplated thereby, including, but not limited to, the Restructuring Transaction, immediately after entry of this Order and upon, or concurrently with, the satisfaction or waiver of the conditions to the Effective Date set forth in the Amended Plan.

58. Final Order. This Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

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

be governed in all respects by the provisions of this Order and the Amended Plan and all related documents or any amendments or modifications thereto.

60. Governing Law. Except (a) to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal laws apply and (b) for Reinstated Claims governed by another jurisdiction's law, the rights and obligations arising under the Amended Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of laws that would that would require application of the laws of another jurisdiction.

K. Notice of Confirmation of the Plan and Occurrence of the Effective Date

61. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c)(2), the Debtors or the Reorganized Debtors are directed to serve a notice of the entry of this Order, the occurrence of the Effective Date and the establishment of bar dates for certain Claims hereunder, substantially in the form of Appendix E attached hereto and incorporated herein by reference (the "Effective Date Notice"), on all parties that received the Revised Combined Hearing Notice in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* (Docket No. 290), no later than five Business Days after the Effective Date; provided, however, that the Debtors or the Reorganized Debtors shall be obligated to serve the Effective Date Notice only on the record holders of Claims or Interests as of the Confirmation Date. The Debtors are directed to publish the Effective Date Notice, conformed as necessary or appropriate for publication, once in the national edition of *USA Today* no later than ten Business Days after the Effective Date. As soon as practicable after the entry of this Order, the Debtors shall make copies of this Order available on Prime Clerk's website at <https://cases.primeclerk.com/transtar>. Service of the Effective Date Notice as provided herein shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002 and 3020(c)(2) of

entry of this Order and the occurrence of the Effective Date and no other or further notice need be given.

L. Miscellaneous Provisions

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

63. Transactions Ratified. All transactions effected by the Debtors during the pendency of the Reorganization Cases from the Petition Date through the Confirmation Date are approved and ratified.

64. Change of Ownership or Control. The consummation of the Amended Plan, the implementation of the Restructuring Transaction or the assumption or assumption and assignment of any executory contract or unexpired lease to another Reorganized Debtor or any of its affiliates, as applicable, shall not constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, contract, lease or agreement in existence on the Effective Date to which a Debtor is a party.

65. Postconfirmation Amendment Not Requiring Resolicitation. The Debtors are hereby authorized to modify the Amended Plan after entry of this Order to remedy any defect or omission or to reconcile any inconsistencies in the Amended Plan or in this Order, as may be necessary to carry out the purposes and effects of the Amended Plan, provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing, and each such modification is reasonably satisfactory to the Majority Consenting Lenders. For the avoidance of doubt, any waiver under Section 12.3 of Amended Plan shall not be considered to be a modification of the Amended Plan.

66. Postconfirmation/Preconsummation Amendment Requiring Resolicitation.

After the Confirmation Date and before substantial consummation of the Amended Plan, the Debtors may modify the Amended Plan in a way that materially and adversely affects the interests, rights, treatment or Distributions of a Class of Claims or Interests; provided that:

(a) the Amended Plan, as modified, meets applicable Bankruptcy Code requirements; (b) the Debtors obtain Bankruptcy Court approval for such modification, after notice and a hearing; (c) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (d) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Amended Plan, as modified.

67. Quarterly Reports. Until the entry of a final decree in the Reorganization

Cases or until the Reorganization Cases are converted or dismissed, the Reorganized Debtors shall file a consolidated report of their activities and financial affairs with the Bankruptcy Court on a quarterly basis, within 30 days after the conclusion of each such period, with the first such report being due 30 days after the conclusion of the first calendar quarter following the Effective Date. Any such reports shall be prepared substantially consistent with (both in terms of content and format) the applicable Bankruptcy Court and U.S. Trustee guidelines for such matters.

68. Closing Report. Unless the Court orders otherwise, within 14 days after

the Debtors' estates are fully administered, the Reorganized Debtors shall file and serve upon the United States Trustee a closing report prepared in accordance with Local Bankruptcy Rule 3022-1.

69. Notice of Subsequent Pleadings. Except as otherwise provided in the

Amended Plan and this Order, notice of all subsequent pleadings in the Reorganization Cases

after the Effective Date shall be limited to counsel to the Reorganized Debtors, the United States Trustee, counsel to the Majority Consenting Lenders and any party known to be directly affected by the relief sought.

70. Amended Plan Provisions. Failure specifically to include or reference particular sections or provisions of the Amended Plan or any related document in this Order shall not diminish or impair the effectiveness of such sections or provisions, it being the intent of the Bankruptcy Court that the Amended Plan (including the exhibits and schedules thereto and the Plan Supplement) be confirmed and such related agreements be approved in their entirety and incorporated herein by reference.

71. Reference to Amended Plan. Any document related to the Amended Plan that refers to a plan of reorganization of the Debtors other than the Amended Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Amended Plan confirmed by this Order, as appropriate.

72. Interpretation of Documents. Without intending to modify any prior order of the Bankruptcy Court (or any agreement, instrument or document addressed by any prior order of the Bankruptcy Court), in the event of an inconsistency between the Amended Plan, on the one hand, and any other agreement, instrument or document intended to implement the provisions of the Amended Plan, on the other, the provisions of the Amended Plan shall govern (unless otherwise expressly provided for in such agreement, instrument or document). In the event of any inconsistency between the Amended Plan or any agreement, instrument or document intended to implement the Amended Plan, on the one hand, and this Order, on the other, the provisions of this Order shall govern.

73. Motion to Vacate Order. In accordance with Section 12.4 of the Amended Plan, upon motion by any party in interest made before the time that each of the conditions to confirmation and consummation of the Amended Plan and the occurrence of the Effective Date has been satisfied or duly waived, this Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, this Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If this Order is vacated pursuant to Section 12.4 of the Amended Plan, the Amended Plan shall be null and void in all respects, and nothing contained in the Amended Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of the Bankruptcy Code.

74. Continuing Jurisdiction of Bankruptcy Court. The business and assets of the Debtors shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Reorganization Cases as is legally permissible, including, without limitation, jurisdiction over those matters and issues described in Section 13.1 of the Amended Plan.

Dated: New York, New York
March 21, 2017

s/ Mary Kay Vyskocil
Honorable Mary Kay Vyskocil
United States Bankruptcy Judge

APPENDIX A

AMENDED PLAN

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

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

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

Dated: New York, New York
February 21, 2017

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Counsel for the Debtors and Debtors in Possession

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

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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

A. Definitions.

The capitalized terms set forth below shall have the following meanings:

1.1 *Administrative Agent* means, as applicable, the First Lien Credit Facility Agent or the Second Lien Credit Facility Agent.

1.2 *Administrative Claim* means a Claim, other than a Fee Claim, a claim for payment of U.S. Trustee Fees or a DIP Claim, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the business of the Debtors (such as wages, salaries or commissions for services rendered).

1.3 *Allowed _____ Claim* means a Claim that is Allowed in the specified Class. For example, an Allowed Class 1 Claim or an Allowed First Lien Credit Agreement Claim is an Allowed Claim in the First Lien Credit Agreement Claims Class designated herein as Class 1.

1.4 *Allowed* means, with respect to any Claim or Interest, to the extent such Claim or Interest is: (a) not Disputed; and (b)(i) is scheduled by the Debtors in their schedules of assets and liabilities (if filed) pursuant to the Bankruptcy Code and Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated or disputed and for which no contrary proof of claim has been filed, (ii) proof of which has been timely filed, or deemed timely filed, with the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Bankruptcy Court, or late filed with leave of the Bankruptcy Court; and not objected to within the period fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules and/or applicable orders of the Bankruptcy Court, (iii) has been allowed by an agreement between the holder of such Claim or Interest and the Debtors or Reorganized Debtors, or (iv) has otherwise been allowed by a Final Order or pursuant to the Plan. An Allowed Claim: (a) includes a previously Disputed Claim to the extent such Disputed Claim becomes allowed; and (b) shall be net of any setoff amount that may be asserted by any Debtor against the holder of such Claim, which shall be deemed to have been setoff in accordance with the provisions of the Plan.

1.5 *Ballot* means the ballot distributed to each holder of a Claim or Interest eligible to vote on the Plan, on which ballot such holder of a Claim or Interest may, *inter alia*, vote for or against the Plan.

1.6 *Bankruptcy Code* means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to the Reorganization Cases.

1.7 *Bankruptcy Court* means the United States Bankruptcy Court for the Southern District of New York, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

1.8 *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Southern District of New York), as applicable to the Reorganization Cases.

1.9 *Bar Date* means any deadline for filing proof of a Claim that arose on or prior to the Petition Date, if any, as established by an order of the Bankruptcy Court or the Plan.

1.10 *Business Day* means any day except a Saturday, Sunday, or "legal holiday" as such term is defined in Bankruptcy Rule 9006(a).

1.11 *Cash* means cash and cash equivalents, including, but not limited to, bank deposits, checks, and other similar items in the legal tender of the United States of America.

1.12 *Causes of Action* means any and all actions, causes of action (including causes of action under sections 362, 510, 542 through 550, and 553 of the Bankruptcy Code), suits, accounts, controversies, obligations, judgments, damages, demands, debts, rights, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment, and claims (as defined in section 101(5) of the Bankruptcy Code), whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or tort, arising in law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; and (c) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.13 *Claim* means a claim against a Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.14 *Class* means a group of Claims or Interests classified by the Plan pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article III of the Plan.

1.15 *Confirmation Date* means the date the Bankruptcy Court enters the Confirmation Order on its docket.

1.16 *Confirmation Hearing* means the hearing to adjudicate confirmation of the Plan.

1.17 Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders, and solely with respect to the Majority Equity Holder Release, the Majority Equity Holder.

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

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

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

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

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

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

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

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

1.26 Debtors means Speedstar Holding Corporation, Transtar Holding Company, DACCO Transmission Parts (NY), Inc., ABC Transmission Parts Warehouse, Inc., Alma Products I, Inc., Atco Products, Inc., Axiom Automotive Holdings Corp., Axiom Automotive Technologies, Inc., Axiom Technologies Holding Corp., Inc., DACCO, Incorporated, DACCO Transmission Parts (CA), Inc., DACCO Transmission Parts (CO), Inc., DACCO Transmission Parts (LA), Inc., DACCO Transmission Parts (NC), Inc., DACCO Transmission Parts (NJ), Inc., DACCO Transmission Parts (NM), Inc., DACCO/Detroit of Alabama, Inc., DACCO/Detroit of Arizona, Inc., DACCO/Detroit of Chattanooga, Inc., DACCO/Detroit of Florida, Inc., DACCO/Detroit of Georgia, Inc., DACCO/Detroit of Indiana, Inc., DACCO/Detroit of Kentucky, Inc., DACCO/Detroit of Maryland, Inc., DACCO/Detroit of Memphis, Inc., DACCO/Detroit of Michigan, Inc., DACCO/Detroit of Minnesota, Inc., DACCO/Detroit of Missouri, Inc., DACCO/Detroit of New Jersey, Inc.,

DACCO/Detroit of Ohio, Inc., DACCO/Detroit of Oklahoma, Inc., DACCO/Detroit of Pennsylvania, Inc., DACCO/Detroit of South Carolina, Inc., DACCO/Detroit of Texas, Inc., DACCO/Detroit of Virginia, Inc., DACCO/Detroit of West Virginia, Inc., DACCO/Detroit of Wisconsin, Inc., DIY Transmission Parts LLC, ETX Holdings, Inc., ETX Transmissions, Inc., ETX, Inc., Michigan Equipment Corporation, Nashville Transmission Parts, Inc., Transtar Autobody Technologies, Inc., Transtar Group, Inc., Transtar Industries, Inc., and Transtar International, Inc.

1.27 *DIP Agent* means Silver Point Finance, LLC (or one of its affiliates), in its capacity as administrative agent, collateral agent and L/C Arranger under and as defined in the DIP Credit Agreement.

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

1.29 *DIP Credit Agreement* means that certain senior secured debtor-in-possession credit agreement, dated November 23, 2016, by and among Speedstar, as Holdings, Transtar, as Borrower, the DIP Agent, and the DIP Lenders, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein).

1.30 *DIP Facility* means the senior secured debtor-in-possession delayed draw credit facility provided under the DIP Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

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

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

1.33 *Disallowed* means (a) a finding of the Bankruptcy Court in a Final Order or (b) a provision of the Plan, in each case providing that a Claim or a portion thereof shall not be an Allowed Claim.

1.34 *Disbursing Agent* means the entity or entities, which may be a Reorganized Debtor, designated by the Debtors or the Reorganized Debtors, as applicable, to make Distributions under the Plan. For the avoidance of doubt, the DIP Agent shall serve as Disbursing Agent for holders of DIP Claims under the DIP Credit Agreement, the First Lien Credit Facility Agent shall serve as Disbursing Agent for holders of First Lien Credit Agreement Claims and the Second Lien Credit Facility Agent shall serve as Disbursing Agent for holders of Second Lien Credit Agreement Claims.

1.35 *Disclosure Statement* means the disclosure statement that relates to the Plan and is approved by the Bankruptcy Court pursuant to sections 1125 and 1126(b) of the Bankruptcy Code, as such Disclosure Statement may be amended, modified, or supplemented (and all exhibits and schedules annexed thereto or referred to therein and all supplements thereto).

1.36 *Disputed* means, with respect to a Claim or Interest, that portion (including, when appropriate, the whole) of such Claim or Interest that: (a) if the Debtors are required by the Bankruptcy Court to file schedules of assets and liabilities, (i) has not been scheduled by the Debtors or has been scheduled in a lesser amount or priority than the amount or priority asserted by the holder of such Claim or Interest; or (ii) has been scheduled by the Debtors as contingent, unliquidated or disputed and for which no proof of claim has been timely filed; (b) is the subject of an objection or request for estimation filed in the Bankruptcy Court which has not been withdrawn or overruled by a Final Order; and/or (c) is otherwise disputed by any of the Debtors or Reorganized Debtors in accordance with applicable law, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

1.37 *Distribution* means the distribution, in accordance with the terms of the Plan, of (i) Cash, (ii) obligations under the First Lien Credit Agreement Amendment, (iii) New PIK Notes, and (iv) New Common Stock, in each case, if any, and as the case may be.

1.38 *Distribution Address* means the address set forth in the relevant proof of claim. If no proof of claim is filed in respect to a particular Claim, then the address set forth in the Debtors' books and records or register maintained for registered securities; provided, that, with respect to First Lien Credit Agreement Claims, the Distribution Address shall be the address of the First Lien Credit Facility Agent and with respect to Second Lien Credit Agreement Claims, the Distribution Address shall be the address of the Second Lien Credit Facility Agent.

1.39 *Distribution Date* means (a) with respect to the DIP Claims, the earlier of (i) the maturity date of the DIP Facility as provided in the documents evidencing such facility, or (ii) the Effective Date; (b) with respect to the First Lien Credit Agreement Claims and Non-Crossover Second Lien Credit Agreement Claims, the Effective Date, (c) with respect to Administrative Claims, Other Priority Claims, Priority Tax Claims, Other Secured Claims, Electing Ordinary Course General Unsecured Claims and Other General Unsecured Claims, the date that is the latest of: (i) the Effective Date (or as soon thereafter as reasonably practicable); (ii) the date such Claim would ordinarily be due and payable; and (iii) the date (or as soon thereafter as reasonably practicable) that is 15 days (or, if such date is not a Business Day, on the next Business Day thereafter) after such Claim becomes an Allowed Claim or otherwise becomes payable under the Plan, and (d) with respect to Fee Claims, the date (or as soon thereafter as reasonably practicable) that such Claims are allowed by Final Order of the Bankruptcy Court.

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

1.41 *Effective Date* means a date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which the Plan shall take effect, which date shall be the first Business Day on which all of the conditions set forth in Section 12.2 of the Plan have been satisfied or waived and no stay of the Confirmation Order is in effect.

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

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

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

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

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

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

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

1.48 *Fee Claim* means a Claim by a (a) Professional Person (other than an ordinary course professional retained pursuant to an order of the Bankruptcy Court) for compensation or reimbursement pursuant to section 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases; or (b) member of the Creditors' Committee, if any, arising under section 503(b)(3)(F) of the Bankruptcy Code.

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

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

1.51 *Final Order* means an order or judgment of the Bankruptcy Court, as entered on the docket of the Bankruptcy Court, that has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing, remand or certiorari is pending; or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.52 *First Lien Credit Agreement* means that certain Amended and Restated First Lien Credit Agreement, dated as of October 9, 2012, among Speedstar Holding Corporation, as Holdings, Transtar Holding Company, as Borrower, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

1.53 *First Lien Credit Agreement Amendment* means that certain amendment to the First Lien Credit Agreement, substantially in the form set forth in the Plan Supplement, which shall be entered into on and as of the Effective Date.

1.54 *First Lien Credit Agreement Claim* means any Claim arising under the First Lien Credit Agreement, including any: (i) First Lien Revolving Facility Claim; and (ii) First Lien Term Loan Claim.

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

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

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

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

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

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

1.61 *First Lien Term Loan Facility* means that certain term loan in the principal amount of \$370,000,000 made pursuant to the First Lien Credit Agreement.

1.62 *Impaired* means with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.63 *Intercompany Claim* means any Claim (including an Administrative Claim), cause of action, or remedy against a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.64 *Intercompany Interest* means an Interest, other than an Existing Interest, in a Debtor held by (a) another Debtor or (b) a non-Debtor direct or indirect subsidiary of a Debtor.

1.65 *Interest* means any equity interest in any Debtor, including an equity security within the meaning of section 101(16) of the Bankruptcy Code or any option, warrant, or right, contractual or otherwise, to acquire any such interest.

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

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

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

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

1.69 *Management Incentive Plan* means the management incentive plan that shall be adopted by the Reorganized Debtors on or around the Effective Date, pursuant to which certain members of the Reorganized Debtors' management shall receive New Common Stock and New PIK Notes, subject to the terms and conditions of such plan.

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

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

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

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

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

1.75 *New Common Stock* means the new common stock of Reorganized Speedstar, described in Article VII hereof, issued on the Effective Date and distributed in the manner provided by the Plan, which shall represent 100% of the outstanding common stock of Reorganized Speedstar on the Effective Date.

1.76 *New Intercreditor Agreement* means that certain intercreditor agreement by and between the Senior Exit Facility Agent and the First Lien Credit Facility Agent, dated as of the Effective Date.

1.77 *New PIK Notes* means \$60 million in unsecured convertible notes to be issued by Reorganized Speedstar with the terms set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

1.78 *New Stockholders Agreement* means that certain agreement governing the rights, duties and obligations of holders of the New Common Stock of Reorganized Speedstar, substantially in the form set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement.

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

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

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

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

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

1.84 *Ordinary Course General Unsecured Claim* means any unsecured Claim that is: (i) a Trade Claim; or (ii) associated with the Debtors' ordinary course operations (including Claims held by employees and ordinary course professionals, as well as Claims related to information technology and/or safety capital expenses); or (iii) related to a pension plan or other postemployment benefit. For the avoidance of doubt, Ordinary Course General Unsecured Claims shall not include, without limitation: (a) Claims arising from the rejection of any executory contract or unexpired lease; (b) Claims relating to pending or threatened litigation; and (c) any First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims, including, in each case, any deficiency claims.

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

1.86 *Other General Unsecured Claim* means any Claim that is not: (a) an Administrative Claim, (b) an Other Priority Claim, (c) a Priority Tax Claim, (d) a claim for U.S. Trustee Fees, (e) an Other Secured Claim, (f) a DIP Claim, (g) a First Lien Credit Agreement Claim, (h) a Second Lien Credit Agreement Claim, (i) an Electing Ordinary Course General

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

1.87 Other Priority Claim means any Claim entitled to priority pursuant to section 507(a) or 507(b) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) a Fee Claim; (d) a DIP Claim; or (e) any Claim for "adequate protection" of the secured interests of the First Lien Lenders.

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

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

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

1.91 Person means any individual, corporation, partnership, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, including, for the avoidance of doubt, the Creditors' Committee, if any, Interest holders, current or former employees of the Debtors, or any other entity.

1.92 Petition Date means November 20, 2016.

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

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

1.95 Plan means this *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, dated as of the date set forth on the first page hereof, for the Debtors, together with any amendments or modifications hereto as the Debtors may file hereafter (such amendments or modifications only being effective if approved by order of the Bankruptcy Court), which shall be in form and substance satisfactory to the Debtors and the Majority Consenting Lenders.

1.96 Plan Documents means the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the PIK Credit Agreement, the New Stockholders Agreement, the Non-Crossover Second Lien Lender Schedule, the Non-Crossover Second Lien Lender Certification, the Schedule of Rejected Contracts and Leases, the list of proposed officers and directors of the Reorganized Debtors, the amended certificates of incorporation of the

Reorganized Debtors, the amended by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

1.97 *Plan Supplement* means the supplemental appendix to the Plan, which contains, among other things, substantially final forms or executed copies, as the case may be, of the Plan Documents, with the exception of the list of proposed officers and directors of the Reorganized Debtors, which the Debtors will file separately no later than seven days prior to the Confirmation Hearing.

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

1.99 *Pro Rata* means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in such Class, excluding Disallowed Claims or Disallowed Interests.

1.100 *Professional Person* means a Person retained by order of the Bankruptcy Court in connection with the Reorganization Cases, pursuant to section 327, 328, 330 or 1103 of the Bankruptcy Code.

1.101 *Reinstated or Reinstatement* means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a provision allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable and contractual rights to which the Claim entitles the holder thereof.

1.102 *Released Parties* means each of, and solely in its capacity as such: (a) the Debtors and each of their non-Debtor direct or indirect subsidiaries; (b) the First Lien Credit Facility Agent; (c) the Consenting First Lien Lenders; (d) the Second Lien Credit Facility Agent, (e) the Consenting Second Lien Lenders; (f) the Majority Equity Holder; (g) the DIP Lenders; (h) the DIP Agent; (i) the manager, management company or investment advisor of any of the foregoing; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

1.103 *Releasing Party* means each of, and solely in its capacity as such: (a) the First Lien Credit Facility Agent; (b) the Consenting First Lien Lenders; (c) the Second Lien Credit Facility Agent, (d) the Consenting Second Lien Lenders; (e) the Majority Equity Holder; (f) the DIP Lenders; (g) the DIP Agent; (h) any holder of a Claim who voted to accept the Plan; (i) any holder of a Claim who voted to reject the Plan but who affirmatively elected to provide

releases by checking the appropriate box on the Ballot; (j) the manager, management company or investment advisor of any of the foregoing; and (k) with respect to the foregoing entities in clauses (a) through (j), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

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

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

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

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

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

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

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

1.111 *Second Lien Credit Agreement* means that certain Amended and Restated Second Lien Credit Agreement, dated as of October 9, 2012, among Speedstar, as Holdings, Transtar, as Borrower, Cortland Capital Market Services, LLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as further amended, supplemented or otherwise modified, together with ancillary documents.

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

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

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

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

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

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

1.117 *Secured Claim* means, pursuant to section 506 of the Bankruptcy Code and section 1111 of the Bankruptcy Code, as applicable, that portion of a Claim that is secured by a valid, perfected and enforceable security interest, lien, mortgage or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of a Debtor in and to property of such Debtor's Estate, to the extent of the value of the holder's interest in such property as of the relevant determination date. The defined term Secured Claim includes any Claim that is a secured Claim pursuant to sections 506 and 553 of the Bankruptcy Code.

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

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

1.120 *Senior Exit Facility Credit Agreement* means that certain credit agreement governing the Senior Exit Facility, dated as of the Effective Date, including any and all documents and instruments executed in connection therewith (in each case, as it or they may be amended, modified, or supplemented from time to time on the terms and conditions set forth therein), which shall be implemented on terms consistent with those set forth in the Restructuring Support Agreement.

1.121 *Senior Exit Facility* means the \$74.15 million super-senior secured delayed draw credit facility provided under the Senior Exit Facility Credit Agreement, as the same may be modified and amended from time to time, in accordance with the terms thereof.

1.122 *Senior Exit Facility Distribution* means 17.5% of the New Common Stock and 17.5% of the New PIK Notes, to be distributed to the Senior Exit Facility Lenders who signed the Restructuring Support Agreement prior to November 19, 2016 at 12:00 p.m. (prevailing Eastern Time), in each case subject to dilution by the Management Incentive Plan.

1.123 *Senior Exit Facility Lenders* means the lenders under the Senior Exit Facility Credit Agreement (composed of Consenting First Lien Lenders that elect to participate in the Senior Exit Facility).

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

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

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

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

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

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

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

1.131 *U.S. Trustee Fees* means fees arising under 28 U.S.C. § 1930(a)(6) and accrued interest thereon arising under 31 U.S.C. § 3717.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. Except for the rules of construction contained in section 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of the Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. Appendices and Plan Documents.

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. The documents contained in the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, access the Plan Documents online at <https://cases.primeclerk.com/transtar>, or obtain a copy of the Plan Documents by a written request sent to the Debtors' claims agent at the following address:

Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, NY 10022
Attention: Benjamin Schrag
Telephone: (212) 257-5460
E-mail: TranstarInfo@primeclerk.com

ARTICLE II

METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS

2.1 *General Rules of Classification.*

Generally, a Claim is classified in a particular Class for voting and distribution purposes only to the extent the Claim qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes. Unless otherwise provided, to the extent a Claim qualifies for inclusion in a more specifically defined Class and a more generally defined Class, it shall be included in the more specifically defined Class.

2.2 *Settlement.*

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

2.3 *Formation of Debtor Groups for Convenience Purposes.*

The Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan and making Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities.

2.4 *Administrative, DIP Lender, Fee and Priority Tax Claims.*

Administrative Claims, DIP Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Article III in accordance with section 1123(a)(1) of the Bankruptcy Code.

2.5 *Deadline for Filing Fee Claims.*

All proofs or applications for payment of Fee Claims must be filed with the Bankruptcy Court by the date that is 45 days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter). **Any Person that fails to file such a proof of Claim or application on or before such date shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Claim.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than 65 days after the Effective Date or such other date as may be designated in the Confirmation Order (or, if either such date is not a Business Day, by the next Business Day thereafter) or such other date as established by the Bankruptcy Court.

2.6 *U.S. Trustee Fees.*

On the Effective Date or as soon as practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees that are then due. Any U.S. Trustee Fees due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Reorganization Case, or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case. Any deadline for filing Administrative Claims or Fee Claims shall not apply to U.S. Trustee Fees.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

The following table designates the Classes of Claims and Interests under the Plan and specifies which Classes are (a) Impaired or Unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code or (c) deemed to accept or reject this Plan:

Class	Designation	Impairment	Entitled to Vote
Class 1A	First Lien Credit Agreement Claims	Yes	Yes
Class 1B	Non-Crossover Second Lien Credit Agreement Claims	Yes	Entitled to change vote ²
Class 2	Other Secured Claims	No	No (Deemed to accept)
Class 3	Other Priority Claims	No	No (Deemed to accept)
Class 4A	Electing Ordinary Course General Unsecured Claims	No	No (Deemed to accept)
Class 4B	Other General Unsecured Claims	Yes	No (Deemed to reject)
Class 5	Intercompany Claims	No	No (Deemed to accept)
Class 6	Intercompany Interests	No	No (Deemed to accept)
Class 7	Existing Interests	Yes	No (Deemed to reject)

ARTICLE IV

TREATMENT OF UNIMPAIRED CLAIMS

4.1 *DIP Claims.*

The DIP Claims shall be deemed to be Allowed Claims under the Plan. In full satisfaction, settlement, release and discharge of the Allowed DIP Claims, on the Effective Date, all Allowed DIP Claims shall be paid in full in Cash or refinanced by and with proceeds of the Senior Exit Facility. Upon payment and satisfaction in full of all Allowed DIP Claims, all Liens and security interests granted to secure such obligations, whether Claims in the Reorganization Cases or otherwise, shall be terminated and of no further force or effect. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and liens available pursuant to the DIP Facility and the DIP Order.

4.2 *Administrative Claims.*

Each holder of an Allowed Administrative Claim shall be paid 100% of the unpaid Allowed amount of such Claim in Cash on the Distribution Date. Notwithstanding the immediately preceding sentence, Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims. Notwithstanding the foregoing, the holder of an Allowed Administrative Claim may receive such other, less favorable treatment as may be agreed upon by the claimant and the Debtors or Reorganized Debtors.

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

4.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

4.4 *Fee Claims.*

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 2.5 of the Plan shall be payable by the Reorganized Debtors to the extent approved by a Final Order. Prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors estimates of any accrued but unpaid Fee Claims (collectively, the "**Estimated Fee Claims**"). On the Effective Date, the Debtors or Reorganized Debtors shall reserve and hold in an account Cash in an amount equal to the aggregate amount of each unpaid Estimated Fee Claim as of the Effective Date (minus any unapplied retainers). Such Cash shall be disbursed solely to the holders of Allowed Fee Claims as soon as reasonably practicable after a Fee Claim becomes an Allowed Claim. Upon payment of Allowed Fee Claims, Cash remaining in such account shall be reserved until all other applicable Allowed Fee Claims have been paid in full or all remaining applicable Fee Claims have been Disallowed or not otherwise permitted by Final Order, at which time any remaining Cash held in reserve with respect to the Estimated Fee Claims shall become the sole and exclusive property of the Reorganized Debtors. In the event that the aggregate amount of the Estimated Fee Claims is less than the aggregate amount of the Allowed Fee Claims, the Debtors or the Reorganized Debtors shall nonetheless be required to satisfy each Allowed Fee Claim in full, in Cash as soon as reasonably practicable after such Fee Claim becomes an Allowed Claim.

4.5 *Other Secured Claims – Class 2.*

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

4.6 *Other Priority Claims – Class 3.*

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

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

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

4.8 *Intercompany Claims – Class 5.*

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

4.9 *Intercompany Interests – Class 6.*

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

ARTICLE V

TREATMENT OF IMPAIRED CLASSES

5.1 *First Lien Credit Agreement Claims – Class 1A.*

On the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 hereof), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) 100% of the New Common Stock of Reorganized Speedstar and (b) 100% of the New PIK Notes (in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution) as payment in full, and in full and final satisfaction of, its Pro Rata share of \$224,600,000 of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of \$1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the avoidance of doubt, shall be \$200,000,000 (the "**Remaining Term Loans**"), as amended pursuant to the First Lien Credit Agreement Amendment.

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

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

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

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

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

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

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

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

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

5.4 Existing Interests – Class 7.

On the Effective Date, or as soon thereafter as is practicable, the Existing Interests shall be cancelled and the holders thereof shall not receive or retain any distribution under the Plan on account of such Existing Interests.

ARTICLE VI

**ACCEPTANCE OR REJECTION OF
THE PLAN; EFFECT OF REJECTION BY ONE
OR MORE CLASSES OF CLAIMS OR INTERESTS**

6.1 Class Acceptance Requirement.

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds in dollar amount and more than one-half in number of holders of the Allowed Claims in such Class that have voted on the Plan.

6.2 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown."

Because Classes 4B and 7 are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan, as it may be modified and amended from time to time, under section 1129(b) of the Bankruptcy Code with respect to such Classes. Subject to Section 13.5 of the Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan or any Plan Document to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary. Subject to Section 13.5 of the Plan, the Debtors also reserve the right to request confirmation of the Plan, as it may be modified, supplemented or amended from time to time, with respect to any Class that affirmatively votes to reject the Plan.

6.3 Elimination of Vacant Classes.

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

ARTICLE VII

NEW COMMON STOCK

7.1 Authorization and Issuance of New Common Stock.

As of the Effective Date, Reorganized Speedstar shall authorize and issue the New Common Stock, which shall be distributed to the First Lien Lenders on account of the First

Lien Credit Agreement Claims. The New Common Stock shall represent 100% of the common stock of Reorganized Speedstar outstanding on the Effective Date, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution.

7.2 *New Stockholders Agreement.*

On and as of the Effective Date, Reorganized Speedstar shall enter into and deliver the New Stockholders Agreement to each entity that is intended to be a party thereto and such agreement shall be deemed to be valid, binding and enforceable in accordance with its terms, and each party thereto shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized Speedstar.

ARTICLE VIII

MEANS OF IMPLEMENTATION

8.1 *Restructuring Transaction.*

On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions (collectively, the "**Restructuring Transaction**"):

(a) pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, encumbrances, charges, and other Interests, except as provided in the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

(b) certificates of incorporation and by-laws of the Reorganized Debtors, in form and substance satisfactory to the Majority Consenting Lenders, shall be amended and restated as necessary to effectuate the terms of the Plan, and if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors, each in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders, shall be entered into as necessary to effectuate the terms of the Plan;

(c) Reorganized Speedstar shall issue the New Common Stock pursuant to the terms of the Plan and enter into the New Stockholders Agreement;

(d) Reorganized Speedstar shall issue the New PIK Notes;

(e) the Debtors shall consummate the Plan by: (i) making Distributions of the New Common Stock and New PIK Notes to the First Lien Lenders; (ii) paying all DIP Claims in full in Cash or refinancing such Claims pursuant to the Senior Exit Facility;

(iii) entering into the First Lien Credit Agreement Amendment; (iv) entering into the Senior Exit Facility; (v) entering into the New Intercreditor Agreement; (vi) making Cash distributions to holders of Non-Crossover Second Lien Credit Agreement Claims, Allowed Electing Ordinary Course General Unsecured Claims and Allowed Other General Unsecured Claims, as applicable; and (vii) making the Senior Exit Facility Distribution; and

(f) the releases provided for herein, which are an essential element of the Restructuring Transaction, shall become effective.

8.2 *Option of Conversion of Corporate Form.*

If agreed upon by the Debtors and Majority Consenting Lenders prior to the Effective Date (the "**Corporate Form Election**"), the corporate form of some or all of the Debtors may be converted from corporations to limited liability companies or limited partnerships on or after the Effective Date (the "**Corporate Form Conversion**"). In the event of a Corporate Form Election, on or after the Effective Date, the applicable Debtors shall be converted, merged or otherwise reorganized into limited liability companies or limited partnerships, as the case may be, and the membership interests or partnership interests in each Reorganized Debtor, as the case may be, shall be issued. In the event that a Corporate Form Election is made with respect to Reorganized Speedstar, all references herein to the New Common Stock shall be treated as references to the membership interests or partnership interests, as the case may be, in Reorganized Speedstar, which shall have substantially equivalent terms to those provided for the New Common Stock in the Plan.

8.3 *Plan Funding.*

The Distributions to be made in Cash under the terms of the Plan shall be funded from the Debtors' Cash on hand as of the Effective Date and the proceeds of the Senior Exit Facility.

8.4 *Corporate Action.*

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation, operating agreements or limited partnership agreements, as applicable, of each Reorganized Debtor shall, *inter alia*, prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation, limited partnership agreements and by-laws of each Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company, partnership or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, partners, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to enter into the First Lien

Credit Agreement Amendment, the Senior Exit Facility Credit Agreement, the New PIK Notes, the New Stockholders Agreement, the New Intercreditor Agreement, and any other Plan Document, as applicable, issue the New Common Stock, New PIK Notes and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents necessary or advisable to consummate the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including without limitation, the specific acts or actions or documents or instruments identified in Article VIII of the Plan, and no board, member, partner or shareholder vote shall be required with respect thereto.

8.5 *Effectuating Documents and Further Transactions.*

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file or record such documents, contracts, instruments and other agreements and take such other actions (including those actions the Debtors or the Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or a simplification of the overall corporate structure) as may be necessary to effectuate and further evidence the terms and conditions of the Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

8.6 *Directors of the Reorganized Debtors.*

As of the Effective Date, the New Board shall consist of the individuals identified in the Plan Supplement. The Debtors will disclose in the Plan Supplement, before the hearing on the confirmation of the Plan, such additional information as is necessary to satisfy section 1129(a)(5) of the Bankruptcy Code, including: (a) the identity and affiliation of any other individual who is proposed to serve as one of the Debtors' officers or directors; and (b) the identity of any other insider that will be employed or retained by the Debtors, and said insider's compensation.

8.7 *Management Incentive Plan.*

On or around the Effective Date, Reorganized Speedstar and Reorganized Transtar shall adopt the Management Incentive Plan that shall provide its participants with: (a) 5 to 8% of the New Common Stock; and (b) 5 to 8% of the New PIK Notes, in each case subject to time and performance metrics as determined by the New Board.

8.8 *Certain Professional Fees.*

The parties, including Speedstar, Transtar, each of the other Loan Parties (as defined in the First Lien Credit Agreement), the First Lien Credit Facility Agent, the First Lien Lenders, the Majority Equity Holder, the DIP Agent, the DIP Lenders and each of their respective directors, officers, employees, partners, affiliates, agents, advisors and other representatives, each in their capacity as such, on the one hand, and Kaye Scholer LLP and CDG Group, LLC, on the other hand, shall provide each other mutual general releases of all claims

and causes of action; provided, however, that such releases shall not waive or release any claim or cause of action arising out of (a) any express contractual obligation owing by any such party, including any applicable confidentiality agreement or (b) the willful misconduct, intentional fraud or criminal conduct of any such party. In exchange, the Company shall pay up to \$1.25 million to Kaye Scholer LLP and CDG Group, LLC, collectively, in respect of fees and expenses incurred up to the date hereof and hereafter by such professionals in connection with their representation of certain First Lien Lenders, the First Lien Credit Facility Agent and/or any other party in connection with the Restructuring Transaction.

8.9 General Distribution Mechanics.

(a) **Disbursing Agent.** On or after the Effective Date, all Distributions hereunder shall be made by the Disbursing Agent.

- (i) The Disbursing Agent shall be empowered to: (1) effectuate all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (2) make all applicable Distributions or payments contemplated hereby; (3) employ professionals to represent it with respect to its responsibilities; and (4) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.
- (ii) Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Distributions made to holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Disbursing Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

- (iii) The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.
- (iv) The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 8.10 hereof.

(b) **Distributions on Account of Allowed Claims Only.** Notwithstanding anything herein to the contrary, no Distribution shall be made on account of a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

(c) **No Recourse.** Except with respect to Claims that are Reinstated, no claimant shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to the enforcement of rights or Distributions under the Plan.

(d) **Method of Cash Distributions.** Any Cash payment to be made pursuant to the Plan will be made on the applicable Distribution Date in U.S. dollars and may be made by draft, check or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

(e) **Distributions on Non-Business Days.** Any payment or Distribution due on a day other than a Business Day may be made, without interest, on the next Business Day.

(f) **Distribution Record Date.** As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and unexpired leases, neither the Debtors nor the Disbursing Agents shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

(g) **Delivery of Distribution.** Subject to the provisions contained in this Article VIII, the Disbursing Agent will make all Distributions or payments to any holder of an Allowed Claim as and when required by this Plan at: (i) the address of such holder on the books and records of the Debtors or their agents; or (ii) at the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses

included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such holder without interest, provided, however, that such Distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code one year after the Effective Date.

(h) **Satisfaction of Claims.** Unless otherwise provided herein, any Distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

(i) **Manner of Payment Under Plan.** Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by draft, check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or Reorganized Debtors.

(j) **Fractional Shares/De Minimis Cash Distributions.** Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a Distribution that is less than \$50.00 in Cash. No fractional shares of New Common Stock shall be distributed. When any Distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such Distribution will be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than one-half will be rounded to the next higher whole number; and (ii) fractions less than one-half will be rounded to the next lower whole number. The total number of shares of New Common Stock will be adjusted as necessary to account for the rounding provided for in this Plan. No consideration will be provided in lieu of fractional shares that are rounded down. Fractional shares of New Common Stock that are not distributed in accordance with this Section 8.9(j) shall be cancelled.

(k) **No Distribution in Excess of Allowed Amount of Claim.** Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim.

(l) **Disputed Payments.** If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any Distribution, the Reorganized Debtors may, in lieu of making such Distribution to such Person, make such Distribution into a segregated account until the disposition thereof shall be determined by Final Order or by written agreement among the interested parties.

8.10 Withholding Taxes.

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Distributions under the Plan, and Distributions under the Plan shall be subject to all applicable tax reporting requirements. Any disbursing party making any Distribution pursuant to the Plan has the right, but not the obligation, not to make a Distribution unless and until the applicable recipient has made

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

8.11 *Exemption from Certain Transfer Taxes.*

To the fullest extent permitted by applicable law, all transactions consummated by the Debtors and the Reorganized Debtors and approved by the Bankruptcy Court on or after the Confirmation Date pursuant to or in furtherance of the Plan, including: (a) the transfers effectuated under the Plan; (b) the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code; (c) any assumption, assignment and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code; (d) the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the First Lien Credit Agreement Amendment, the Senior Exit Facility Credit Agreement or ancillary documents; and (e) the transactions described in Section 8.1 through Section 8.5 of the Plan, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

8.12 *Exemption from Securities Laws.*

The issuance of the New Common Stock and the New PIK Notes pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

8.13 *Setoffs and Recoupments.*

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights and causes of action that a Reorganized Debtor or its successor may possess against such holder.

8.14 *Insurance Preservation and Proceeds.*

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors or any other Person.

8.15 *Solicitation of Debtors.*

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

8.16 *The First Lien Credit Agreement Amendment.*

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "**Converted Term Loan Claims**"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the Company in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 herein), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

8.17 *The Senior Exit Facility.*

On the Effective Date, the Senior Exit Facility Lenders and the Debtors shall enter into the Senior Exit Facility Credit Agreement, and the Senior Exit Facility Lenders shall receive, on a Pro Rata basis, the Senior Exit Facility Distribution. The Senior Exit Facility Credit Agreement shall, *inter alia*, permit the use of proceeds of the Senior Exit Facility to cash collateralize issued and undrawn letters of credit and to pay DIP Claims. The Senior Exit Facility shall be senior in all respects to the Remaining Term Loans and subject to the New Intercreditor Agreement.

8.18 *The New PIK Notes.*

On the Effective Date, Reorganized Speedstar shall execute the PIK Credit Agreement with respect to the PIK Loan. The PIK Loan shall, *inter alia*: (a) have a maturity date which is five years from the Effective Date; (b) be prepayable in whole or in part upon certain conditions in the PIK Credit Agreement; (c) bear an interest rate of 8.75% per annum, of which 1% per annum shall be payable semi-annually in cash and 7.75% per annum shall be payable semi-annually in kind and automatically capitalized and added to the outstanding principal balance of the loan; and (d) be convertible, at each holder's option, to New Common Stock at the conversion price of 112.5% of the price of the New Common Stock as of the Effective Date.

8.19 *The Majority Equity Holder Contribution and Majority Equity Holder Release.*

The Majority Equity Holder shall provide the Majority Equity Holder Contribution to the Reorganized Debtors on or before seven Business Days after the later of (a) the Confirmation Order becoming a Final Order and (b) the Effective Date, subject to the terms of the Restructuring Support Agreement and its related exhibits. Effective only upon receipt by the Reorganized Debtors of the Majority Equity Holder Contribution, the Reorganized Debtors and the Releasing Parties shall grant the Majority Equity Holder a release of all claims and causes of action related to the Debtors, on the terms more specifically set forth in Section 9.4(b) and 9.4(c) of this Plan (the "**Majority Equity Holder Release**"). A condition precedent to the Majority Equity Holder providing the Majority Equity Holder Contribution pursuant to this Section 8.19 is that the Majority Equity Holder Release, as approved by the Bankruptcy Court in the Confirmation Order, must be in form and substance acceptable to the Majority Equity Holder in its sole discretion. In the event that the Majority Equity Holder does not timely make the Majority Equity Holder Contribution in accordance with this Section 8.19, then the Majority Equity Holder shall be deemed not to be a Released Party under the Plan.

8.20 *Application of Distributions.*

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

ARTICLE IX

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

9.1 *Discharge.*

(a) **Scope.** Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on and Interests in the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

(b) **Injunction.** In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia*, acts

as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

9.2 *Vesting and Retention of Causes of Action.*

(a) Except as otherwise provided in the Plan (including, but not limited to, Section 8.1 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, whether relating to the avoidance of preferences or fraudulent transfers under sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code or otherwise) shall be vested in the Reorganized Debtors free and clear of all Claims, liens, charges, encumbrances and interests of creditors and equity security holders, except for the rights to Distribution afforded to holders of certain Claims under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of Claims and Interests other than as provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

(b) Except as otherwise expressly provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan or by order of the Bankruptcy Court, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce any claims, rights and Causes of Action that the Debtors or the Estates may hold. The Reorganized Debtors or any successor thereto may pursue those claims, rights and causes of action in accordance with what is in their best interests and in accordance with their fiduciary duties.

9.3 *Survival of Certain Indemnification Obligations.*

The obligations of the Debtors to indemnify individuals who serve or served on or after the Petition Date as their respective directors, officers, agents, employees, representatives and Professional Persons retained by the Debtors pursuant to the Debtors' operating agreements, certificates of incorporation, by-laws, applicable statutes and preconfirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives and Professional Persons retained by the Debtors, based upon any act or omission related to service with, for or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan.

9.4 Release of Claims.

(a) **Satisfaction of Claims and Interests.** The treatment to be provided for respective Allowed Claims or Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release and discharge of such respective Claims or Interests.

(b) **Debtor Releases.** Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including without limitation, the Reorganized Debtors, any successor to the Debtors or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including, without limitation, the Plan Documents) delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the parties released pursuant to this Section 9.4(b), the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest or other entity, against any Released Party, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012;

provided, however, that in no event shall anything in this Section 9.4(b) be construed as a release of any (i) Intercompany Claim or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

(c) Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, and the Plan Supplement and the contracts, instruments, releases, agreements and documents (including, without limitation, the Plan Documents) delivered under or in connection with the Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, against any Released Party and its respective property, including, without limitation, any Claims arising out of that certain dividend recapitalization transaction consummated by the Majority Equity Holder in 2012; provided, however, that in no event shall anything in this Section 9.4(c) be construed as a release of any: (i) Intercompany Claim; or (ii) Person's willful misconduct, intentional fraud or criminal conduct, as determined by a Final Order, for matters with respect to the Debtors.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of

the releases in Sections 9.4(b) and 9.4(c), which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are: (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein; (ii) in the best interests of the Debtors and all holders of Claims and Interests; (iii) fair, equitable and reasonable; (iv) approved after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property.

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (i) discharges, releases, or precludes any environmental liability that is not a claim (as that term is defined in the Bankruptcy Code), or any environmental claim

(as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date; (ii) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (iv) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

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

(d) **Injunction.** Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or

direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 9.4(b) or 9.4(c) of the Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (v) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 9.4(b) or 9.4(c) of the Plan.

(e) **Exculpation.** None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation, the negotiation and execution of the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including without limitation the New Common Stock, and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan or the restructuring of the Debtors except willful misconduct, intentional fraud or criminal conduct, each as determined by a Final Order. The Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of a Released Party, no attorney of any Released Party shall be released by the Debtors or the Reorganized Debtors.

(f) **Injunction Related to Exculpation.** The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Plan.

9.5 *Objections to Claims and Interests.*

Unless otherwise ordered by the Bankruptcy Court, objections to Claims shall be filed and served on the applicable holder of such Claim not later than 120 days after the later to occur of (a) the Effective Date and (b) the filing of the relevant Claim. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first class mail, postage prepaid, on the signatory on the proof of claim as well

as all other representatives identified in the proof of claim or any attachment thereto; or (z) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn).

After the Confirmation Date, only the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without Bankruptcy Court approval. Any Claims filed after any Bar Date, if applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so.

9.6 *Amendments to Claims.*

After the Confirmation Date, a Claim for which an applicable Bar Date, if any, has passed may not be filed or amended without the authorization of the Bankruptcy Court. Unless otherwise provided herein, or otherwise consented to by the Debtors or Reorganized Debtors, any Claim or amendment to a Claim, which Claim or amendment is filed after the Confirmation Date, shall be deemed Disallowed in full and expunged without any action by the Debtors or Reorganized Debtors, unless the holder of such Claim has obtained prior Bankruptcy Court authorization for such filing.

9.7 *Estimation of Claims.*

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, any objecting party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another.

ARTICLE X

EXECUTORY CONTRACTS

10.1 *Executory Contracts and Unexpired Leases.*

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously

have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases filed with the Plan Supplement shall be deemed rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in this Section 10.1 pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revert in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

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

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as Other General Unsecured Claims, and shall not be entitled to make a Continuing Creditor Election. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is 30 days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.3(a) below, or pursuant to an order of the Bankruptcy Court).

10.3 *Cure.*

(a) At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (i) by payment of the default amount (the "**Cure Amount**") in Cash on or as soon as reasonably practicable after the later to occur of (1) 30 days after the determination of the Cure Amount and (2) the Effective Date or such other date as may be set by the Bankruptcy Court; or (ii) on such other terms as agreed to by the Debtors or Reorganized Debtors and the non-Debtor party to such executory contract or unexpired lease.

(b) In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the assumption of an executory contract or unexpired lease, the cure payment required by section 365(b)(1) of the Bankruptcy Code shall be made only following the entry of a Final Order resolving the Cure Dispute and

approving the assumption of such executory contract or unexpired lease. If a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the subject contract or lease prior to resolution of the Cure Dispute, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted by the non-Debtor party to the subject contract (or such other amount as may be fixed or estimated by the Bankruptcy Court). Such reserve may be in the form of a book entry and evergreen in nature. The Debtors or Reorganized Debtors shall have the right at any time to move to reject any executory contract or unexpired lease based upon the existence of a Cure Dispute.

10.4 Compensation and Benefit Programs.

(a) Except as otherwise expressly provided hereunder, in a prior order of the Bankruptcy Court or to the extent subject to a motion pending before the Bankruptcy Court as of the Effective Date, all employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees and retirees, including, without limitation, all savings plans, unfunded retirement plans, healthcare plans, disability plans, severance benefit plans, bonus plans, retention plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code.

(b) All collective bargaining agreements to which one or more of the Debtors is a party shall be treated as executory contracts under this Plan and on the Effective Date will be assumed by the applicable Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

ARTICLE XI

SECURITIES LAW MATTERS

11.1 Section 1145 Securities.

(a) Issuance.

The Plan provides for the offer, issuance, sale or distribution of shares of New Common Stock and New PIK Notes on account of the Exchanged First Lien Credit Agreement Claims. The offer, issuance, sale or distribution of the New Common Stock and New PIK Notes by Reorganized Speedstar will be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely

in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

(b) Subsequent Transfers.

Shares of New Common Stock and New PIK Notes issued on account of the Exchanged First Lien Credit Agreement Claims may, subject to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes, be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the New Common Stock and New PIK Notes are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

- (i) a Person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;
- (ii) a Person who offers to sell securities offered or sold under a plan for the holders of such securities;
- (iii) a Person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:
 - a. with a view to distributing such securities; and
 - b. under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and
- (iv) a Person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any Person directly or indirectly controlling or controlled by the issuer, or any Person under direct or indirect common control of the issuer.

To the extent that Persons who receive the New Common Stock and New PIK Notes pursuant to the Plan are deemed to be underwriters, resales by such Persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell shares of New Common Stock and New PIK Notes received pursuant to the Plan without registration pursuant to the provisions of Rule 144 under the Securities Act or another available exemption under the Securities Act.

Whether or not any particular Person would be deemed to be an underwriter with respect to the New Common Stock and New PIK Notes issued pursuant to the Plan would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving the New Common Stock,

New PIK Notes or other securities under the Plan would be an underwriter with respect to such securities, whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

11.2 4(a)(2) Securities.

(a) Issuance.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("SEC") under section 4(a)(2) of the Securities Act.

The Debtors believe that the shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below.

THE PLAN IS BEING FURNISHED SOLELY FOR USE BY ACCREDITED INVESTORS AS DEFINED IN REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION IN EVALUATING THE OFFERING OF SECURITIES IN THE PLAN.

THERE IS NOT AND THERE WILL NOT BE ANY PUBLIC MARKET FOR THE SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

ANY PARTY SEEKING TO ACQUIRE THE NEW COMMON STOCK OR NEW PIK NOTES MUST REPRESENT THAT THEY ARE ACQUIRING THE STOCK FOR INVESTMENT AND NOT WITH A VIEW TO RESALE, IN WHOLE OR IN PART. THE TRANSFER AND RESALE OF THE NEW COMMON STOCK IS SUBJECT TO LIMITATIONS IMPOSED BY APPLICABLE LAW.

FOR RESIDENTS OF FLORIDA

THE NEW COMMON STOCK AND NEW PIK NOTES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. ANY FLORIDA PURCHASER MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE DAYS AFTER: (A) HE FIRST TENDERS OR PAYS TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER; OR (B) HE DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT; OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE ISSUER WITHIN SUCH THREE-DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS

PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER THAT IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE 1940 ACT), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(b) Subsequent Transfers.

All shares of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, subject in all cases to any restrictions contained in the New Stockholders Agreement or in the New PIK Notes.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. The Debtors currently expect that this information requirement will be satisfied. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three-month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, holders of these securities will be required to hold them for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144 or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any share of New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

Reorganized Speedstar will reserve the right to require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution. Reorganized Speedstar will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144 or performed pursuant to another available exemption from the registration requirements of applicable securities laws. All Persons who receive the New Common Stock and New PIK Notes issued pursuant to the Senior Exit Facility Distribution will be required to acknowledge and agree that: (i) they will not offer, sell or otherwise transfer any such securities except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available; and (b) such securities will be subject to the other restrictions described above.

Any Persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF

THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

ARTICLE XII

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

12.1 *Conditions Precedent to Confirmation.*

Confirmation of the Plan is subject to:

(a) entry of the Confirmation Order, which shall be in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder; and

(b) the Plan and Plan Documents having been filed in substantially final form prior to the Confirmation Hearing, which Plan and Plan Documents shall be in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders.

12.2 *Conditions to the Effective Date.*

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article XII hereof:

(a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Majority Consenting Lenders and, solely with respect to the Majority Equity Holder Release and the Majority Equity Holder Contribution, the Majority Equity Holder, shall have been entered and shall have become a Final Order and remaining in full force and effect;

(b) the certificates of incorporation and by-laws of the Reorganized Debtors (and, if a Corporate Form Election is made, the limited partnership agreements and/or limited liability company operating agreements of the applicable Reorganized Debtors), in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders shall have been amended (and, to the extent necessary, filed with the appropriate state authorities) as necessary to effectuate the Plan;

(c) the New Board shall have been appointed;

(d) the Debtors shall have received all authorizations, consents, waivers, regulatory approvals, rulings or documents that are necessary to implement and effectuate the Plan, and evidence thereof shall have been delivered to the Administrative Agents;

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

(f) the amount of Trade Claims paid under the Plan or pursuant to any Bankruptcy Court order shall not exceed \$41.36 million in the aggregate;

(g) the Debtors shall have delivered or caused to be delivered officers' certificates and legal opinions to the extent reasonably requested by, and in form and substance reasonably satisfactory to the First Lien Credit Facility Agent;

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

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

(j) all other Plan Documents in form and substance reasonably satisfactory to the Debtors and the Majority Consenting Lenders required to be executed and delivered on or prior to the Effective Date shall have been executed and delivered, and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and shall be consistent in all respects with the Plan; and

(k) all of the Transaction Expenses, from and after the last invoice paid to the extent invoiced, shall have been paid in full and evidence of such payment shall have been received by the First Lien Credit Facility Agent.

12.3 *Waiver of Conditions Precedent.*

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Majority Consenting Lenders (which consent shall not be unreasonably withheld or delayed), without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure to satisfy or waive any condition may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including, without limitation, any act, action, failure to act or inaction by the Debtors). The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

12.4 *Effect of Non-Occurrence of the Conditions to Consummation.*

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is more than 60 days after the Confirmation Date, or by such later date as is proposed by the Debtors and is reasonably approved by the Majority Consenting Lenders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation

Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of their Bankruptcy Code.

12.5 *Withdrawal of the Plan.*

The Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (a) nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan were not filed and no actions were taken to effectuate it.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

13.1 *Retention of Jurisdiction.*

(a) **Purposes.** Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

(i) to determine the allowability, classification or priority of Claims upon objection by the Reorganized Debtors or any other party in interest entitled hereunder to file an objection (including the resolution of disputes regarding any Disputed Claims and claims for disputed Distributions), and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(ii) to issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in the Reorganization Cases on or before the Effective Date with respect to any Person;

(iii) to protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or

to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate;

(iv) to determine any and all applications for allowance of Fee Claims;

(v) to determine any Priority Tax Claims, Other Priority Claims, Administrative Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(vi) to resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan and the making of Distributions hereunder;

(vii) to determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, to determine any motion to reject an executory contract or unexpired lease pursuant to Section 10.1 of the Plan or to resolve any Cure Dispute;

(viii) to determine all applications, motions, adversary proceedings, contested matters, actions and any other litigated matters instituted in and prior to the closing of the Reorganization Cases, including any remands;

(ix) to enter a Final Order closing the Reorganization Cases;

(x) to modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

(xi) to issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(xii) to enable the Reorganized Debtors to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be expressly waived pursuant to the Plan;

(xiii) to determine any tax liability pursuant to section 505 of the Bankruptcy Code;

(xiv) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Cases, any applicable Bar Date or the Confirmation Hearing or for any other purpose;

(xvi) to resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Reorganization Cases;

(xvii) to hear and resolve any causes of action involving the Debtors, the Reorganized Debtors or the Estates that arose prior to the Confirmation Date or in connection with the implementation of the Plan, including actions to avoid or recover preferential transfers or fraudulent conveyances;

(xviii) to resolve any disputes concerning any release of a Debtor or nondebtor hereunder or the injunction against acts, employment of process or actions against such Debtor or nondebtor arising hereunder;

(xix) to approve any Distributions, or objections thereto, under the Plan;

(xx) to approve any Claims settlement entered into or offset exercised by the Debtors or Reorganized Debtors; and

(xxi) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under provisions of the Bankruptcy Code;

provided, however, that notwithstanding anything to the contrary in the Plan or the Confirmation Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of: (i) the First Lien Credit Agreement or any of the documentation related thereto, including the First Lien Credit Agreement Amendment or (ii) any other document in the Plan Supplement that has a choice of venue provision, which provision shall govern exclusively.

(b) **Failure of the Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Reorganization Cases, then Section 13.1(a) of the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

13.2 *Governing Law.*

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal laws apply and except for Reinstated Claims governed by another jurisdiction's law, the rights and obligations arising under the Plan shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

13.3 *Time.*

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

13.4 *Retiree Benefits.*

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

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

13.5 *Amendments.*

(a) **Preconfirmation Amendment.** The Debtors may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements and each such modification is reasonably satisfactory to the Majority Consenting Lenders.

(b) **Postconfirmation Amendment Not Requiring Resolicitation.** After the entry of the Confirmation Order, the Debtors may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing, and each such modification is reasonably satisfactory to the Majority Consenting Lenders. Any waiver under Section 12.3 hereof shall not be considered to be a modification of the Plan.

(c) **Postconfirmation/Preconsummation Amendment Requiring Resolicitation.** After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan in a way that materially and adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

13.6 *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

13.7 *Controlling Documents.*

To the extent the Plan is inconsistent with the Disclosure Statement or any other agreement entered into between the Debtors and any party, the Plan controls the Disclosure Statement and any other such agreements. To the extent that the Plan is inconsistent with the Confirmation Order, the Confirmation Order controls the Plan (including any Plan Document). To the extent that the Plan is inconsistent with a Plan Document, the relevant Plan Document controls.

13.8 *Creditors' Committee.*

As of the Effective Date, the duties of the Creditors' Committee, if any, shall terminate, except with respect to the pursuit of or objection to any Fee Claims.

13.9 *Termination of Professionals.*

On the Effective Date, the engagement of each Professional Person retained by the Debtors and the Creditors' Committee (if any) shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, that: (a) such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims; and (b) nothing herein shall prevent the Reorganized Debtors from retaining any such Professional Person on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

13.10 *Notices.*

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

- (a) if to the Debtors:

Transtar Holding Company
7350 Young Drive
Walton Hills, OH 44146
Attention: Joseph Santangelo
Telecopy: (440) 232-0632
E-mail: jsantangelo@transtar1.com

with copies to:

Jones Day
Scott J. Greenberg
250 Vesey Street
New York, New York 10281
Telecopy: (212) 755-7306
Email: sgreenberg@jonesday.com

and

Jones Day
Carl E. Black
901 Lakeside Avenue
Cleveland, Ohio 44114
Telecopy: (216) 579-0212
Email: ceblack@jonesday.com

(b) if to the First Lien Agent:

Paul Hastings LLP
200 Park Avenue
New York, New York 10166
Attention: Randal D. Palach, Esq.
Telecopy: (212) 230-7665
E-mail: randalpalach@paulhastings.com

(c) if to the Consenting First Lien Lenders or the DIP Agent:

Chapman and Cutler LLP
1270 Sixth Avenue
New York, New York 10020
Attention: Steven Wilamowsky, Esq.
Telecopy: (212) 655-2532
E-mail: wilamowsky@chapman.com

and

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: Aaron M. Krieger, Esq.
Telecopy: (312) 516-3237
E-mail: akrieger@chapman.com

13.11 *Reservation of Rights.*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

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Dated: February 21, 2017
Walton Hills, Ohio

Respectfully submitted,

**SPEEDSTAR HOLDING CORPORATION,
TRANSTAR HOLDING COMPANY,
and on behalf of their domestic subsidiaries**

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

SCHEDULE 1

LIST OF DEBTORS AND DEBTORS IN POSSESSION

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

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

APPENDIX B

SCHEDULE OF PRE-CONFIRMATION
MODIFICATIONS TO AMENDED PLAN

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

The Debtors have proposed the following non-material additions and modifications to the *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, dated February 21, 2017 (Docket No. 316) (the "Amended Plan"), pursuant to section 1127(a) of the Bankruptcy Code and Section 13.5(a) of the Amended Plan:¹

1. **Section 1.69** of the Amended Plan is modified and restated as follows:

Management Incentive Plan means the management incentive plan that shall be adopted by the Reorganized Debtors on or around the Effective Date, pursuant to which certain members of the Reorganized Debtors' management shall receive New Common Stock and ~~New PIK Notes~~ **Phantom Units**, subject to the terms and conditions of such plan.

2. **Section 1.77** of the Amended Plan is modified and restated as follows:

New PIK Notes means ~~\$60 million in unsecured convertible notes to be~~ **rights and interests as a lender under the PIK Loan** issued by Reorganized Speedstar with the terms set forth in the Plan Supplement, and consistent with the terms set forth in the Restructuring Support Agreement, **which includes, but is not limited to, the rights of such lenders to convert the PIK Loan into equity pursuant to the terms of the PIK Credit Agreement.**

3. A new **Section 1.93** of the Amended Plan is added, which states as follows:

Phantom Units means contractual rights equivalent to 5 to 8% of the aggregate principal amount of the PIK Loan that will be unsecured obligations of Reorganized Speedstar and designed to track the economics of the PIK Loan while complying with Section 409A of the Internal Revenue Code, which rights will be reserved to be the subject of awards that the New Board may elect to issue to members of the Debtors' management under the Management Incentive Plan; provided, however, for the avoidance of doubt, that the participants in the Management Incentive Plan shall not have the right to become lenders under the PIK Loan.

¹ All modified and restated Amended Plan provisions are marked to reflect the modifications thereto. Capitalized terms not otherwise defined herein have the meanings given to them in the Amended Plan.

4. The previous **Sections 1.93 through 1.131** are renumbered to accommodate the new Section 1.93 described in the above paragraph.

5. The previous **Section 1.122** of the Amended Plan is modified, renumbered as Section 1.123 and restated as follows:

Senior Exit Facility Distribution means 17.5% of the New Common Stock (**subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution**) and 17.5% of the New PIK Notes (**subject to dilution by the Senior Exit Facility Distribution**), to be distributed to the Senior Exit Facility Lenders who signed the Restructuring Support Agreement prior to November 19, 2016 at 12:00 p.m. (prevailing Eastern Time), ~~in each case subject to dilution by the Management Incentive Plan.~~

6. **Section 5.1** of the Amended Plan is modified and restated as follows:

On the Effective Date, or as soon thereafter as is practicable (but in no event prior to the conversion of the First Lien Revolving Facility Claims described in Section 8.16 hereof), each holder of an Allowed First Lien Credit Agreement Claim shall receive its Pro Rata share of (a) 100% of the New Common Stock of Reorganized Speedstar (**subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution**) and (b) 100% of the New PIK Notes (~~in each case, subject to dilution by the Management Incentive Plan and the Senior Exit Facility Distribution~~) as payment in full, and in full and final satisfaction of, its Pro Rata share of \$224,600,000 **224,470,212.99** of the Allowed First Lien Credit Agreement Claims (the "**Exchanged First Lien Credit Agreement Claims**"). Such claims shall be exchanged at a ratio of \$1 of Exchanged First Lien Credit Agreement Claims for one share of New Common Stock. Following the contribution of the Exchanged First Lien Credit Claims, each holder of an Allowed First Lien Credit Agreement Claim shall continue to hold its Pro Rata share of the remaining pro forma aggregate amount of Loans (as such term is defined in the First Lien Credit Agreement) outstanding under the First Lien Credit Agreement, which, for the avoidance of doubt, shall be \$200,000,000 (the "**Remaining Term Loans**"), as amended pursuant to the First Lien Credit Agreement Amendment.

7. **Section 8.7** of the Amended Plan is modified and restated as follows:

On or around the Effective Date, Reorganized Speedstar and Reorganized Transtar shall adopt the Management Incentive Plan that shall provide its participants with: (a) 5 to 8% of the New Common Stock; and (b) ~~5 to 8% of the New PIK Notes~~ **Phantom Units**, in each case subject to time and performance metrics as determined by the New Board.

8. **Section 8.12** of the Amended Plan is modified and restated as follows:

The issuance of the New Common Stock ~~and the New PIK Notes~~ pursuant to the Plan shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

9. **Section 8.16** of the Amended Plan is modified and restated as follows:

On the Effective Date, the Debtors shall enter into the First Lien Credit Agreement Amendment, which shall, among other things, on the Effective Date, or as soon thereafter as is practicable, convert all Allowed First Lien Revolving Facility Claims held (directly or indirectly) by the First Lien Lenders into First Lien Term Loan Claims (the "**Converted Term Loan Claims**"). In connection therewith, any unfunded Revolving Credit Commitments and participations in L/C Exposure held by the First Lien Lenders shall be terminated; provided that the First Lien Lenders' L/C Exposure is cash collateralized or backstopped by one or more letters of credit from a third party issuing bank by the ~~Company~~ **Debtors** in a manner satisfactory to the L/C Issuer. For the avoidance of doubt, after the conversion of the Allowed First Lien Revolving Facility Claims and the contribution and exchange of Allowed First Lien Term Loan Claims (as described in Section 5.1 herein), the Remaining Term Loans shall be governed by the First Lien Credit Agreement Amendment.

10. **Section 10.2** of the Amended Plan is modified and restated as follows:

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as Other General Unsecured Claims, and shall not be entitled to make a Continuing Creditor Election. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is 30 days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Section 10.3(a**b**) below, or pursuant to an order of the Bankruptcy Court).

11. **Section 11.1** of the Amended Plan is modified and restated as follows:

(a) **Issuance.**

The Plan provides for the offer, issuance, sale or distribution of shares of New Common Stock ~~and New PIK Notes~~ on account of the Exchanged First Lien Credit Agreement Claims. The offer, issuance, sale or distribution of the New Common Stock ~~and New PIK Notes~~ by Reorganized Speedstar will be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the

debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

(b) Subsequent Transfers.

Shares of New Common Stock and ~~New PIK Notes~~ issued on account of the Exchanged First Lien Credit Agreement Claims may, subject to any restrictions contained in the New Stockholders Agreement or in the ~~New PIK Notes~~, be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the New Common Stock and ~~New PIK Notes~~ are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

- (i) a Person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;
- (ii) a Person who offers to sell securities offered or sold under a plan for the holders of such securities;
- (iii) a Person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:
 - a. with a view to distributing such securities; and
 - b. under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and
- (iv) a Person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any Person directly or indirectly controlling or controlled by the issuer, or any Person under direct or indirect common control of the issuer.

To the extent that Persons who receive the New Common Stock and ~~New PIK Notes~~ pursuant to the Plan are deemed to be underwriters, resales by such Persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell shares of New Common Stock and ~~New PIK Notes~~ received pursuant to the Plan without registration pursuant to the provisions of Rule 144 under the Securities Act or another available exemption under the Securities Act.

Whether or not any particular Person would be deemed to be an underwriter with respect to the New Common Stock and ~~New PIK Notes~~ issued pursuant to the Plan would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as

to whether any particular Person receiving the New Common Stock, ~~New PIK Notes~~ or other securities under the Plan would be an underwriter with respect to such securities, whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

12. **Section 11.2** of the Amended Plan is modified and restated as follows:

(a) Issuance.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("**SEC**") under section 4(a)(2) of the Securities Act.

The Debtors believe that the shares of New Common Stock and ~~New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below.

THE PLAN IS BEING FURNISHED SOLELY FOR USE BY ACCREDITED INVESTORS AS DEFINED IN REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION IN EVALUATING THE OFFERING OF SECURITIES IN THE PLAN.

THERE IS NOT AND THERE WILL NOT BE ANY PUBLIC MARKET FOR THE SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

ANY PARTY SEEKING TO ACQUIRE THE NEW COMMON STOCK ~~OR NEW PIK NOTES~~ MUST REPRESENT THAT THEY ARE ACQUIRING THE STOCK FOR INVESTMENT AND NOT WITH A VIEW TO RESALE, IN WHOLE OR IN PART. THE TRANSFER AND RESALE OF THE NEW COMMON STOCK IS SUBJECT TO LIMITATIONS IMPOSED BY APPLICABLE LAW.

FOR RESIDENTS OF FLORIDA

THE NEW COMMON STOCK AND ~~NEW PIK NOTES~~ HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. ANY FLORIDA PURCHASER MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE DAYS AFTER: (A) HE FIRST TENDERS OR PAYS TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER; OR (B) HE DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT; OR (C) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA PURCHASER TO SEND A LETTER OR TELEGRAM TO THE ISSUER WITHIN SUCH THREE-DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF A PURCHASER SENDS A LETTER, IT IS PRUDENT TO DO SO BY

CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING. HOWEVER, THIS RIGHT IS NOT AVAILABLE TO ANY PURCHASER THAT IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, SECURITIES DEALER, INVESTMENT COMPANY (AS DEFINED IN THE 1940 ACT), PENSION OR PROFIT-SHARING TRUST OR QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(b) Subsequent Transfers.

All shares of New Common Stock ~~and New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, subject in all cases to any restrictions contained in the New Stockholders Agreement ~~or in the New PIK Notes~~.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. The Debtors currently expect that this information requirement will be satisfied. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three-month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to the New Common Stock and ~~New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, holders of these securities will be required to hold them for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144 or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any share of New Common Stock and ~~New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

Reorganized Speedstar will reserve the right to require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the New Common Stock and ~~New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution. Reorganized Speedstar will also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144 or performed pursuant to another available exemption from the registration requirements of applicable securities laws. All Persons who receive the New Common Stock and ~~New PIK Notes~~ issued pursuant to the Senior Exit Facility Distribution will be required to acknowledge and agree that: (i) they will not offer, sell or otherwise transfer any such securities except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available; and (b) such securities will be subject to the other restrictions described above.

Any Persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF

THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

13. **Section 12.4** of the Amended Plan is modified and restated as follows:

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before the first Business Day that is more than 60 days after the Confirmation Date, or by such later date as is proposed by the Debtors and is reasonably approved by the Majority Consenting Lenders and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including (without limitation) the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of ~~their~~the Bankruptcy Code.

APPENDIX C

EMPLOYEE IDENTIFICATION NUMBER
202135
202132
201849
201175
200301
202206
900015
202171
201669
202148
202094
910004
202118
503173
900023
503082
901878
202286

APPENDIX D

EMPLOYEE IDENTIFICATION NUMBER
202129
201324
201318
202209
503160
202152
202151
200242
002563
202166

APPENDIX E

EFFECTIVE DATE NOTICE

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

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

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING AMENDED JOINT
PREPACKAGED PLAN OF REORGANIZATION FOR SPEEDSTAR HOLDING
CORPORATION, TRANSTAR HOLDING COMPANY AND THEIR AFFILIATED
DEBTORS AND (II) OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Amended Plan.** On _____, 2017 (the "Confirmation Date"), the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (Docket No. ___) (the "Confirmation Order") confirming the *Amended Joint Prepackaged Plan of Reorganization for Speedstar Holding Corporation, Transtar Holding Company and Their Affiliated Debtors*, dated February 21, 2017 (as modified and supplemented, the "Amended Plan"), a true and correct copy of which (without exhibits) is attached to the Confirmation Order as Appendix A, in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Amended Plan and the Confirmation Order.

2. **Effective Date.** The Debtors hereby certify and give notice that the Amended Plan became effective in accordance with its terms on _____, 2017 (the "Effective Date"), and the Amended Plan was substantially consummated as of such Effective Date.

3. **Plan Injunction.** Confirmation of the Amended Plan operates as an injunction permanently enjoining all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates from, with respect to any such Claims or Interests: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property

¹ The Debtors in these chapter 11 cases are comprised of 47 entities, including Transtar Holding Company. A full list of the Debtors and the last four digits of each Debtor's taxpayer identification number is attached as Schedule I to the *Declaration of Joseph Santangelo in Support of Chapter 11 Petitions and First Day Pleadings* (Docket No. 3) and is also available at <http://cases.primeclerk.com/transtar>. The Debtors' executive headquarters are located at 7350 Young Drive, Walton Hills, Ohio 44146.

of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Amended Plan to the full extent permitted by applicable law; (e) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (f) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Amended Plan; or (g) commencing or prosecuting, either directly, derivatively or otherwise, any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 9.4(e) of the Amended Plan.

4. **Discharge of Claims.** Except as provided in the Amended Plan, as modified by the Confirmation Order, the treatment to be provided for Allowed Claims or Interests pursuant to the Amended Plan shall be in full and final satisfaction, settlement, release and discharge of such Claims or Interests. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Amended Plan or the Confirmation Order, including Section 9.3 of the Amended Plan, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on and Interests in the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether (a) a proof of claim was filed, (b) the Claim is an Allowed Claim or (c) the holder of the Claim voted, or is deemed to have voted, to accept the Amended Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or any of their assets or properties any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

5. **Bar Dates.**

a. **General Bar Date.** Except as specifically set forth in the Amended Plan, the Confirmation Order or this Notice, the *Order Establishing Deadline for Filing Proofs of Claim Pursuant to Sections 502(b) and 105(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003, and Local Bankruptcy Rule 3003-1 and Approving the Form and Manner of Notice Thereof* (Docket No. 303) (the "**Bar Date Order**") remains in full force and effect, including, without limitation, the establishment of March 24, 2017 at 5:00 p.m. (prevailing Eastern Time) as the deadline (the "**General Bar Date**") for certain entities, not including

governmental units, to file proofs of Claim asserting Claims that arose or are deemed to have arisen prior to the date on which the Debtors filed their chapter 11 petitions, November 20, 2016. The deadline for governmental units to file such proofs of Claim is May 19, 2017.

b. Administrative Claims. Except as otherwise provided in the Amended Plan or the Confirmation Order, and in accordance with Section 4.2 of the Amended Plan, each holder of an Allowed Administrative Claim shall be paid 100% of the unpaid Allowed amount of such Claim in Cash on the Distribution Date, provided, however, that Allowed Administrative Claims incurred in the ordinary course of business and on ordinary business terms unrelated to the administration of the Reorganization Cases (such as Allowed trade and vendor Claims) shall be paid, at the Debtors' or Reorganized Debtors' option, in accordance with ordinary business terms for payment of such Claims.

c. Professional Compensation. Professional Persons or other entities asserting a Fee Claim for services rendered before the Effective Date must file and serve, in accordance with Sections 2.5 and 4.4 of the Amended Plan, all proofs of Claim or applications for payment of Fee Claims by the date that is 45 days after the Effective Date (_____, 2017). Any Professional Person that fails to file such a proof of Claim or application on or before such date shall be forever barred from asserting such Claim against the Debtors, the Reorganized Debtors or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Claim. Pursuant to Section 2.5 of the Amended Plan, objections to Fee Claims, if any, must be filed and served on the applicable Professional Person, the Debtors and the United States Trustee by no later than 65 days after the Effective Date (_____, 2017) or by such other date as may be established by an order of the Bankruptcy Court.

d. Rejection Damages Claims. For any Claim arising out of the rejection of an executory contract or unexpired lease as to which an order of the Bankruptcy Court authorizing such rejection is dated on or before February 15, 2017, proof of such Claim must be filed by the applicable Bar Date pursuant to page 4 of the Bar Date Order. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Amended Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is 30 days after the effective date of such rejection (which may be (i) the Effective Date, (ii) the date on which the Debtors reject the applicable contract or lease due to the existence of a Cure Dispute as provided in Section 10.3(b) of the Amended Plan or (iii) pursuant to an order of the Bankruptcy Court). Except as otherwise explicitly set forth in the Amended Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of claim, will be treated as Other General Unsecured Claims in accordance with Section 5.3 of the Amended Plan, and shall not be entitled to make a Continuing Creditor Election.

6. Service Upon Claims Agent. Proofs of Claim that are required to be filed in accordance with the bar dates set forth above must be served on the Debtors' claims agent Prime Clerk LLC ("Prime Clerk") so as to be actually received at the address listed below by the applicable deadline, and may be delivered:

(a) by regular mail, overnight courier or hand delivery to the following address:

**Transtar Holding Company Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022**

(b) by hand delivery to the following address:

**United States Bankruptcy Court Southern District of New York
One Bowling Green, Room 534
New York, NY 10004-1408**

(c) or electronically through the website of Prime Clerk, at
<http://cases.primeclerk.com/transtar/EPOC-Index>.

Proofs of claim may not be delivered by facsimile, telecopy or electronic mail transmission.

Any facsimile, telecopy or electronic mail submission will not be accepted and will not be deemed filed until a proof of claim is submitted by one of the approved methods described above.

7. **Copies of Amended Plan and Confirmation Order.** A copy of the Amended Plan, the Confirmation Order and any other related documents may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov> or, free of charge, at <https://cases.primeclerk.com/transtar>.

Dated: _____
New York, New York

Respectfully submitted,

/s/

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250 Vesey Street
New York, New York 10281
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Facsimile: (212) 755-7306
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-and-

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Telephone: (216) 586-7035
Facsimile: (216) 579-0212
Email: ceblack@jonesday.com

*Counsel to the Debtors
and Debtors in Possession*

Trademarks			
Registered Owner	Mark	Registration Number	Registration Date
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	BODY-TEC	1931852	10/31/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	BOND-TEC	1640116	04/09/91
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO CLASSIC	3025477	12/13/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO KW1K	3025476	12/13/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO ULTRAV	3379320	02/05/08
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	FINISH TEC	1917076	09/05/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	HYDROBASE	1884484	03/21/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	HYDROFLEX	1890743	04/25/95
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	TRUE FINISH	3147099	09/26/06
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	ULTRA FLEX	1997058	08/27/96
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS	2878683	08/31/04
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS & DESIGN	2800078	12/30/03
TRANSTAR INDUSTRIES, INC.	ENGINE WORKS	2800046	12/30/03
TRANSTAR INDUSTRIES, INC.	NICKELS	2410617	12/05/00
TRANSTAR INDUSTRIES, INC.	NICKELS PERFORMANCE	2790997	12/09/03
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1878571	02/14/95
TRANSTAR INDUSTRIES, INC.	FINISH TEC	677843	01/31/97
TRANSTAR INDUSTRIES, INC.	TRANSTAR	17603	06/08/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	542568	10/08/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	TMA523I43	02/15/00
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO CLASSIC	TMA651015	10/20/05
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	EURO KW1K.	TMA651008	10/20/05
TRANSTAR INDUSTRIES, INC.	TRANSTAR	640.45	08/28/02

TRANSTAR INDUSTRIES, INC.	TRANSTAR	1802134	07/07/02
TRANSTAR INDUSTRIES, INC.	TRANSTAR	285022	06/28/04
TRANSTAR INDUSTRIES, INC.	TRANSTAR	808675	04/28/98
TRANSTAR INDUSTRIES, INC.	TRANSTAR	03919/1995	10/20/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	956106	09/14/97
TRANSTAR INDUSTRIES, INC.	TRANSTAR	488857	10/12/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	131308	10/10/96
TRANSTAR INDUSTRIES, INC.	TRANSTAR	4607733	09/27/02
TRANSTAR INDUSTRIES, INC.	TRANSTAR	301319	11/02/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	34081	04/05/98
TRANSTAR INDUSTRIES, INC.	TRANSTAR	62309	01/11/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	915960	01/23/06
TRANSTAR INDUSTRIES, INC.	TRANSTAR	3875	10/22/08
TRANSTAR INDUSTRIES, INC.	TRANSTAR	201.606	02/17/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	61417	02/28/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	4-199-05612	02/26/07
TRANSTAR INDUSTRIES, INC.	TRANSTAR	202600	10/28/99
TRANSTAR INDUSTRIES, INC.	TRANSTAR	320/36	09/19/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	T93/07895F	10/09/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	93/9060	10/08/93
TRANSTAR INDUSTRIES, INC.	TRANSTAR	416404	04/27/95
TRANSTAR INDUSTRIES, INC.	TRANSTAR & DESIGN	970775	11/16/01
TRANSTAR INDUSTRIES, INC.	TRANSTAR	KOR139434	09/04/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	30130	11/12/99
TRANSTAR INDUSTRIES, INC.	TRANSTAR	19387	06/28/94
TRANSTAR INDUSTRIES, INC.	TRANSTAR	1550117	10/08/00
TRANSTAR INDUSTRIES, INC.	TRANSTAR	PI 85.562	02/09/96
Axiom Automotive Technologies, Inc.	ALL AUTOMATIC TRANSMISSION PARTS	2685157	02/11/03
Axiom Automotive Technologies, Inc.	ALL TRANSMISSION PARTS	2685156	02/11/03
Axiom Automotive Technologies, Inc.	TM (STYLIZED)	1744939	01/05/93
Axiom Automotive Technologies, Inc.	800PS	3386291	02/19/08
Axiom Automotive Technologies, Inc.	AMBERSOL	3068752	03/14/06
Axiom Automotive Technologies, Inc.	AXIOM	3294656	09/18/07

Axiom Automotive Technologies, Inc.	AXIOM	3726782	12/15/09
Axiom Automotive Technologies, Inc.	AXIOM	3197696	01/09/07
Axiom Automotive Technologies, Inc.	AXIOM	3213344	02/27/07
Axiom Automotive Technologies, Inc.	AXIOM ESOURCE	3181997	12/05/06
Axiom Automotive Technologies, Inc.	SENTINEL	1600009	06/05/90
Axiom Automotive Technologies, Inc.	TRANS MART	1744938	01/05/93
Axiom Automotive Technologies, Inc.	TRANS MART	3139694	09/05/06
Axiom Automotive Technologies, Inc.	TRANSTAR ESOURCE	3558582	01/06/09
Axiom Automotive Technologies, Inc.	AXIOM	7178	03/12/05
Axiom Automotive Technologies, Inc.	AXIOM	2142273	02/14/07
Axiom Automotive Technologies, Inc.	AXIOM	1035719	12/23/04
Axiom Automotive Technologies, Inc.	AXIOM	TMA720346	08/06/08
Axiom Automotive Technologies, Inc.	AXIOM	726705	06/02/05
Axiom Automotive Technologies, Inc.	AXIOM	4433100	03/21/08
Axiom Automotive Technologies, Inc.	AXIOM	4433099	03/21/08
Axiom Automotive Technologies, Inc.	AXIOM	4433098	08/21/07
Axiom Automotive Technologies, Inc.	AXIOM	4433097	08/21/07
Axiom Automotive Technologies, Inc.	AXIOM	2384	07/15/05
Axiom Automotive Technologies, Inc.	AXIOM	2383	07/15/05
Axiom Automotive Technologies, Inc.	AXIOM	2382	07/15/05
Axiom Automotive Technologies, Inc.	AXIOM	2381	07/15/05

Axiom Automotive Technologies, Inc.	AXIOM	4214573	03/15/06
Axiom Automotive Technologies, Inc.	AXIOM	300342161	12/22/04
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090303	09/22/06
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090304	09/22/06
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090305	09/22/06
Axiom Automotive Technologies, Inc.	AXIOM	IDM000090306	09/22/06
Axiom Automotive Technologies, Inc.	AXIOM	177141	02/08/06
Axiom Automotive Technologies, Inc.	AXIOM	177142	02/08/06
Axiom Automotive Technologies, Inc.	AXIOM	177143	02/08/06
Axiom Automotive Technologies, Inc.	AXIOM	40-669204	07/05/06
Axiom Automotive Technologies, Inc.	AXIOM	11891	01/25/05
Axiom Automotive Technologies, Inc.	AXIOM	11892	01/25/05
Axiom Automotive Technologies, Inc.	AXIOM	11893	01/25/05
Axiom Automotive Technologies, Inc.	AXIOM	11894	01/25/05
Axiom Automotive Technologies, Inc.	AXIOM	420230	06/25/04
Axiom Automotive Technologies, Inc.	AXIOM	420229	06/25/04
Axiom Automotive Technologies, Inc.	AXIOM	4020231	03/03/07
Axiom Automotive Technologies, Inc.	AXIOM	893,043	06/28/05
Axiom Automotive Technologies, Inc.	AXIOM	889,027	06/28/05
Axiom Automotive Technologies, Inc.	AXIOM	694,718	06/13/08
Axiom Automotive Technologies, Inc.	AXIOM	912,582	01/03/05

Axiom Automotive Technologies, Inc.	TRANS MART	61677	06/15/04
Axiom Automotive Technologies, Inc.	AXIOM	854/67	07/26/06
Axiom Automotive Technologies, Inc.	AXIOM	851/79	07/08/06
Axiom Automotive Technologies, Inc.	AXIOM	851/80	07/08/06
Axiom Automotive Technologies, Inc.	AXIOM	T0422599J	06/06/06
Axiom Automotive Technologies, Inc.	AXIOM	T0422600H	08/17/05
Axiom Automotive Technologies, Inc.	AXIOM	T0422602D	03/07/06
Axiom Automotive Technologies, Inc.	AXIOM	533631	05/18/05
Axiom Automotive Technologies, Inc.	AXIOM	1257761	04/01/07
Axiom Automotive Technologies, Inc.	AXIOM	KOR233579	01/16/06
Axiom Automotive Technologies, Inc.	AXIOM	KOR236584	02/23/06
Axiom Automotive Technologies, Inc.	AXIOM	200442736	12/23/04
Axiom Automotive Technologies, Inc.	AXIOM	359204	10/21/05
Axiom Automotive Technologies, Inc.	AXIOM	78362	01/10/07
Alma Products I, Inc.	APCOAIR	2709199	04/22/03
Atco Products, Inc.	AIR-O-CRIMP (Stylized)	3068769	03/14/06
DACCO Incorporated	PERFORMANCE PLUS	3210382	02/20/07
DACCO Incorporated	TORQZILLA	3379368	02/05/08
DACCO Incorporated	DACCO	1763304	04/06/93
ETX Transmissions, Inc.	ETX TRANSMISSIONS	3642061	06/23/09
ETX Transmissions, Inc.	ETX TRANSMISSIONS (and Design)	3642062	06/23/09
ETX Transmissions, Inc.	A (and Design)	2117795	12/02/97

ETX Transmissions, Inc.	ACCURATE TRANSMISSIONS (and Design)	2103525	10/07/97
Trademark Applications			
<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Axiom Automotive Technologies, Inc.	AXIOM	1400703	06/23/08
Axiom Automotive Technologies, Inc.	AXIOM	1327732	12/24/04
Axiom Automotive Technologies, Inc.	AXIOM	420228	12/22/04
Axiom Automotive Technologies, Inc.	AXIOM	22654-04	12/23/04
Axiom Automotive Technologies, Inc.	AXIOM	22655-04	12/23/04
Axiom Automotive Technologies, Inc.	AXIOM	22656-04	12/23/04
TRANSTAR INDUSTRIES, INC.	TRANSTAR ESOURCE	922425	03/28/08
TRANSTAR INDUSTRIES, INC.	TRANSTAR ESOURCE	1388133	03/20/08