

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Order and plan or reorganization constituting release of second lien security interest recorded at Reel 004064 and Frame 0229		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		03/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Penton Business Media, Inc.		
Street Address:	249 West 17th Street		
Internal Address:	Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	INC. ASSOCIATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3651124	GWMS	
Registration Number:	3656516	A VERTICAL APPROACH TO HORIZONTAL ADVERTISING	
CORRESPONDENCE DATA			
Fax Number:	(650)802-3100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.802.3905		
Email:	kwang-chien.ger@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Kwang-chien Ger		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	47660.3449.K.C. GER		
NAME OF SUBMITTER:	Kwang-chien Ger		

CH \$65.00 3651124

900161813

TRADEMARK
REEL: 004202 FRAME: 0699

Signature:	/Kwang-chien Ger/
Date:	05/10/2010

Total Attachments: 58

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

-----X
:
In re : Chapter 11
:
Penton Business Media Holdings, Inc., *et al.*,¹ : Case No. 10-10689 (AJG)
:
Debtors : (Jointly Administered)
:
-----X

**ORDER CONFIRMING THE FIRST AMENDED JOINT PREPACKAGED PLAN OF
REORGANIZATION OF PENTON BUSINESS MEDIA HOLDINGS, INC.
AND ITS DEBTOR SUBSIDIARIES**

WHEREAS, on February 10, 2010 (the "**Petition Date**"), Penton Business Media Holdings, Inc. ("**Holdings**"), Penton Media, Inc., Penton Business Media, Inc., Duke Communications International, Inc., Duke Investments, Inc., DVGM & Associates, Internet World Media, Inc., Penton Business Media Internet, Inc., and Penton Business Media Publications, Inc. (collectively, the "**Debtors**") filed petitions for relief under chapter 11 of title 11 of the United States Code;

WHEREAS, commencing on January 21, 2010, the Debtors solicited votes on the Joint Prepackaged Plan of Reorganization of Penton Business Media Holdings, Inc. and Its Debtor Subsidiaries (as amended, the "**Plan**")² and related disclosure statement (as amended, the

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Penton Business Media Holdings, Inc. (9837); Penton Media, Inc. (5386); Penton Business Media, Inc. (1277); Duke Communications International, Inc. (7904); Duke Investments, Inc. (2160); DVGM & Associates (5363); Internet World Media, Inc. (5519); Penton Business Media Internet, Inc. (8290); and Penton Business Media Publications, Inc. (8292).

² Capitalized terms and phrases used herein have the meanings given to them in the Plan. The rules of interpretation set forth in Section 1.2 of the Plan apply to this Order (the "**Confirmation Order**"). In addition, in accordance with Section 1.2 of the Plan, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as

"Disclosure Statement") from holders of Claims in Classes 2, 3 and 4 (the **"Voting Parties"**) under the Plan;

WHEREAS, as part of the solicitation, on January 21, 2010, the Voting Parties received by overnight mail from Merrill Corporation (the **"Mailing Agent"**), and electronically through their respective administrative agents, solicitation packages (the **"Solicitation Packages"**) that included: (i) the appropriate voting ballot, (ii) the Disclosure Statement, with all associated exhibits, and (iii) the Plan, with the following exhibits:

- Amended and Restated Credit Agreement (Plan Exhibit I)
- Equity Commitment Letter (Exhibit II)
- Initial Directors and Officers of each reorganized Debtor entity (Plan Exhibit IX)
- Executory Contracts and Unexpired Leases to be rejected (Plan Exhibit X)

WHEREAS, on January 22, 2010, as a supplement to the Solicitation Packages, the Voting Parties received electronically through their respective administrative agents the following exhibits to the Plan:

- Shareholders' Agreement (Plan Exhibit III)
- Form of Interest Rate Hedge Waiver (Plan Exhibit IV)
- Form of Management Incentive Plan (Plan Exhibit V)
- Lock-Up Agreement (Plan Exhibit VI)
- Certificate of Incorporation of Reorganized Holdings and Form for Reorganized Subsidiary Debtors (Plan Exhibit VII)

(continued...)

applicable. In the event that there is any direct conflict between the terms of the Plan or any exhibit thereto and the terms of this Confirmation Order, the terms of the Plan shall control.

- Bylaws of Reorganized Holdings and Form for Reorganized Subsidiary Debtors (Plan Exhibit VIII)

WHEREAS, on February 4, 2010, the Voting Parties received the first amended Plan and Disclosure Statement and certain other Plan related documents electronically through their respective administrative agents;

WHEREAS, before the Petition Date, the Debtors had received sufficient assenting votes from holders of Claims in Classes 2, 3 and 4 under the Plan to satisfy 11 U.S.C. §1126(c) with respect to each such Class, as evidenced by the Certification of Alison M. Tearnen With Respect to the Tabulation of Ballots on the Debtors' Prepackaged Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated February 9, 2010 [Docket No. 21];

WHEREAS, on the Petition Date, the Debtors filed the Plan [Docket No. 23], the Disclosure Statement [Docket No. 22] and the Motion of the Debtors for an Order (I) Scheduling a Combined Hearing to Approve Disclosure Statement and Confirm Plan of Reorganization, (II) Approving Form, Manner and Sufficiency of Notice of Such Combined Hearing, (III) Approving Solicitation and Voting Procedures and (IV) Granting Related Relief [Docket No. 21] (the "**Solicitation Motion**");

WHEREAS, on February 11, 2010, the Court entered an order [Docket No. 45] (the "**Scheduling Order**") scheduling the hearing to consider approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") for March 5, 2010 at 11:00 a.m. (eastern time) with a deadline of March 3, 2010 (the "**Objection Deadline**") to object to either approval of the Disclosure Statement or confirmation of the Plan;

WHEREAS, on February 11, 2010, the Debtors served the Court-approved notice of the Combined Hearing in accordance with the Scheduling Order, as evidenced by the Affidavit of Service of Kurtzman Carson Consultants dated February 12, 2010 [Docket No. 50];

WHEREAS, on March 1, 2010 the Debtors filed a memorandum of law in support of confirmation of the Plan [Docket No. 63];

WHEREAS, in support of confirmation of the Plan, the Debtors have filed (i) the Declaration of Neil A. Augustine, managing director of Rothschild Inc., financial advisor and investment bankers to the Debtors, (ii) the Declaration of William R. Shaw ("**Shaw**"), managing director of Rothschild, Inc., financial advisor and investment bankers to the Debtors and (iii) the Affidavit of Jean B. Clifton ("**Clifton**") in Support of the Chapter 11 Petitions and Requests for First Day Relief filed Pursuant to Local Bankruptcy Rule 1007-2 (D.I. 2) (collectively, the "**Declarations**");

WHEREAS, the Court (i) heard the statements of counsel and any testimony of Shaw and Clifton in support of confirmation and (ii) considered the Declarations submitted into evidence, all as reflected in the record made at the Confirmation Hearing;

WHEREAS, the Court considered all the evidence presented at the Confirmation Hearing and has taken judicial notice of the papers and pleadings on file in these chapter 11 cases;

WHEREAS, (i) the Court has jurisdiction over this matter pursuant to U.S.C. §157 and 1334; (ii) this is a core proceeding pursuant 28 U.S.C. § 157(b)(2), and (iii) the Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code;

THE COURT HEREBY ORDERS THAT:

I. APPROVAL OF DISCLOSURE STATEMENT

1. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement is hereby approved as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code.

II APPROVAL OF SOLICITATION PROCEDURES

2. The procedures employed by the Debtors in connection with the Plan as set forth in the Solicitation Motion (the "**Solicitation Procedures**"), including the Voting Record Date, the form of ballots, the transmittal of the Solicitation Packages, the election procedures with respect to Class 4, the Voting Deadline and vote tabulation procedures are hereby approved pursuant to sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Procedural Guidelines for Prepackaged Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, the local rules of this Court, and all other rules, laws, and regulations applicable to such solicitation.

III. CONFIRMATION OF THE PLAN

3. The Plan attached hereto as Exhibit A and each of its provisions and all exhibits thereto are hereby approved and confirmed in each and every respect, pursuant to section 1129 of the Bankruptcy Code.

4. All actions contemplated by the Plan are hereby authorized and approved in all respects, subject to the provisions in the Plan. The Debtors and the Reorganized Debtors are hereby authorized and empowered, subject to applicable corporate and other state law, to take any and all such actions as they may determine are necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order. Following the entry of this Confirmation Order, and the satisfaction of

the conditions in Section 4.1 of the Plan, the Debtors are hereby authorized to consummate the Plan.

5. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of a Claim may have with respect to any Claim (other than Claims Reinstated under the Plan) or any distribution to be made pursuant to the Plan on account of any such Claim (other than Claims Reinstated under the Plan).

6. Upon the occurrence of the Effective Date, the terms of the Plan and this Confirmation Order shall be binding on, 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 Claim or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), (d) any other person giving, acquiring or receiving property under the Plan, (e) any and all non-Debtor parties to Executory Contracts or Unexpired Leases with any of the Debtors, and (f) the heirs, executors, administrators, trustees, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, guardians, successors or assigns, if any, of any of the foregoing. On the Effective Date, all settlements, compromises, releases, waivers, discharges, exculpations and injunctions set forth in the Plan shall be effective and binding.

7. As of the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in such Reorganized Debtor, free and clear of all Claims, liens, charges, other encumbrances, Interests and other interests, other than the First Lien Revolver Claims, First Lien Term Loan Claims and

Reinstated Claims (the "**Preserved Claims**") and the liens securing such Preserved Claims. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or this Confirmation Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional fee applications) without application to, or the approval of, the Court.

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

9. Any objections or reservations of rights that have not been withdrawn, waived or settled, pertaining to Confirmation of the Plan, approval of the Disclosure Statement or approval of the Solicitation Procedures are overruled on the merits.

IV. PROFESSIONAL FEE CLAIMS

10. Notwithstanding Section 2.1.1.c of the Plan, Professionals or other entities asserting a Fee Claim for services rendered to the Debtors on or before the Effective Date must (i) file and serve on the parties identified in Section 9.3 of the Plan (the "**Notice Parties**") an application for final allowance of such Fee Claim no later than 7 days after the Effective Date, and (ii) serve a notice of the hearing on such application on the parties specified in Bankruptcy Rule 2002; provided, however, that any party who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such

compensation and reimbursement of expenses for services rendered on or before the Effective Date pursuant to the Ordinary Course Professionals Order without further Court review or approval (except as provided in the Ordinary Course Professionals Order). Objections to any Fee Claim must be filed and served on the Notice Parties and the requesting party no later than 17 days after the Effective Date.

V. APPROVAL OF EXECUTORY CONTRACT AND UNEXPIRED LEASE PROVISIONS AND RELATED PROCEDURES

11. The Executory Contract and Unexpired Lease provisions of Article V of the Plan are hereby approved.

12. This Confirmation Order shall constitute an order of the Court approving the assumptions by the Debtors of Executory Contracts and Unexpired Leases described in Sections 5.1 and 5.2 of the Plan, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date.

13. Any provision in any Executory Contract or Unexpired Lease to be assumed under the Plan that purports to declare a breach, default, or right to payment or modification as a result of an assignment or change of control in respect of the Debtors or Reorganized Debtors, or as a result of the Chapter 11 Cases, is unenforceable, and all Executory Contracts and Unexpired Leases to be assumed under the Plan shall remain in full force and effect, subject only to payment of the appropriate cure amount, if any. No sections or provisions of any Executory Contract or Unexpired Lease that purport to provide for additional payments, penalties, charges, rent acceleration or other financial accommodations in favor of the non-debtor third party thereto shall have any force and effect with respect to the Chapter 11 Cases or the transactions contemplated by the Plan, and such provisions constitute unenforceable anti-

assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code and applicable case law.

VI. MATTERS RELATED TO IMPLEMENTATION OF THE PLAN

A. ACTIONS IN FURTHERANCE OF THE PLAN

14. The administrative consolidation of Claims against and Interests in the Debtors for administrative convenience, as provided for in Article VII of the Plan, is hereby approved.

15. Pursuant to section 1142 of the Bankruptcy Code, and any applicable provisions of the business corporation law of any state, without further action by the Court or the stockholders, members, managers or board of directors of any Debtor or Reorganized Debtor, the Debtors, the Reorganized Debtors, as well as the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or any Vice President (collectively, the "**Responsible Officers**") of the appropriate Debtor or Reorganized Debtor, are authorized to: (a) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order or the transactions contemplated thereby or hereby, including those transactions identified in Article III of the Plan; and (b) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements and documents necessary to implement, effectuate and consummate the Plan and file or cause to be filed any contracts, instruments, releases, agreements and documents, including, without limitation, any UCC-3 termination statements, to implement the foregoing (collectively, the "**Plan-Related Documents**").

16. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the stockholders or

directors of any of the Debtors or Reorganized Debtors, this Confirmation Order shall constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors and stockholders of the appropriate Debtor or Reorganized Debtor.

17. The issuance of Stock in Reorganized Holdings in accordance with the Plan, the Rights Offering and the Equity Commitment Letter is hereby approved. The Debtors and the Reorganized Debtors are authorized and empowered, without further approval of this Court or any other party, to take such action and to perform such acts as may be necessary or appropriate to implement the Rights Offering and the issuance of Stock of Reorganized Holdings and to execute and deliver all agreements, documents, securities, instruments and certificates relating thereto. All Stock of Reorganized Holdings received by Second Lien Lenders in connection with the Plan and the Rights Offering, and all stock of Reorganized Holdings retained by the Equity Investors, directly or indirectly, under the Plan, shall be subject to the Shareholders' Agreement, and as of the Effective Date, each of the foregoing parties shall be deemed to have executed the Shareholders' Agreement.

18. On the Effective Date, the Reorganized Debtors are authorized to (a) enter into the Amended and Restated Credit Agreement together with all guarantees evidencing obligations of the Reorganized Debtors thereunder and security documents, and (b) execute any documentation or take any other actions necessary or appropriate to effectuate the Amended and Restated Credit Agreement. On the Effective Date, each holder of a First Lien Term Loan Claim shall be deemed to have executed the Amended and Restated Credit Agreement and any necessary documents related thereto.

19. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of any Debtor or

Reorganized Debtor or any officer thereof to take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Confirmation Order or the transactions contemplated thereby or hereby.

20. The provisions governing distributions under the Plan and the treatment of disputed claims set forth in Article VI of the Plan shall be, and hereby are, approved. The Distribution Record Date shall be 5:00 p.m. (New York City time) on the date hereof.

B. EXEMPTION FROM TAXATION

21. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax or similar Tax: (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) the execution and delivery of any documents in connection with the Rights Offering, the Amended and Restated Credit Agreement, the Shareholders' Agreement or any of the Interest Rate Hedge Waivers; (4) the issuance of any Stock; or (5) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments executed in connection with any of the foregoing or pursuant to the Plan.

C. RELEASES, INJUNCTION, AND EXCULPATION PROVISIONS

22. The Plan release, exculpation and injunction provisions as set forth in, among others, Sections 3.5.3, 4.5 and 4.6 of the Plan are approved in all respects, are incorporated herein in their entirety, are so ordered and shall be immediately effective on the Effective Date of the Plan without further action by the Court, any of the parties to such releases or any other party.

23. All injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Court as of the date hereof shall remain in full force and effect until the Effective Date. All injunctions, stays or exculpation provisions contained in the Plan and this Confirmation Order shall remain in full force and effect in accordance with their terms.

D. DISCHARGE OF CLAIMS, PRESERVATION OF ACTIONS

24. The Plan discharge provisions as set forth in Section 4.4 of the Plan are approved in all respects, are incorporated herein in their entirety, are so ordered and shall be immediately effective on the Effective Date of the Plan without further action by the Court or any other party. As of the Effective Date, Class 10 Holdings Investor Equity Interests shall be cancelled and extinguished.

25. Except with respect to the Preserved Claims (subject to Article II of the Plan) and the liens securing the Preserved Claims, and as specifically set forth in Section 4.4 of the Plan, as of the Effective Date, pursuant to sections 524 and 1141 of the Bankruptcy Code, the Reorganized Debtors shall be discharged of all Claims and other debts and Liabilities, in accordance with Section 4.4 of the Plan.

26. The Reorganized Debtors shall have vested in them as of the Effective Date, and the Reorganized Debtors shall retain and may enforce, any claims, demands, rights, defenses and causes of action that the Debtor or the Estate may hold against any entity. Each Reorganized Debtor or its successor may pursue such retained claims, demands, rights, defenses or causes of action, as appropriate, in accordance with the best interests of such Reorganized Debtor or its successor holding such claims, demands, rights, defenses or causes of action, and may settle such claims after the Effective Date without notice to parties in interest or approval of

the Court. Notwithstanding the foregoing, as of the Effective Date, the Debtors shall waive and release all Recovery Actions.

E. RETENTION OF JURISDICTION BY THE COURT

27. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, pursuant to Article VIII the Plan, the Court shall retain such jurisdiction over the Reorganization Cases and any matter related to the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction over the matters described in Article VIII of the Plan.

F. MISCELLANEOUS

28. If the Effective Date does not occur on or before 30 days from the date of entry of this Confirmation Order (unless such date is extended by the Debtors with the written consent of the First Lien Administrative Agent (with the consent of the Required Lenders, as defined in the Amended and Restated Credit Agreement)), then: (1) this Confirmation Order shall be of no further force or effect; (2) the Plan will be null and void in all respects, including with respect to (a) the discharge of Claims pursuant to section 1141 of the Bankruptcy Code, (b) the assumption, assumption and assignment or rejection of Executory Contracts and Unexpired Leases, as applicable and (c) the releases described in Section 3.5.3 of the Plan; and (3) nothing contained in the Plan will (a) constitute a waiver or release of any claims by or against, or any Interest in, any Debtor or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

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

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

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

31. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date and thereafter as may be required.

32. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule or statement with the Court or the Office of the United States Trustee is hereby waived as to any such list, schedule, or statement not filed as of the Confirmation Date. In addition, any requirement under Local Rule 3021-1(c) is hereby waived.

33. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed by subsequent order of this Court, or any other court of competent jurisdiction, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation

Order prior to the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan.

34. The Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Section 9.1 of the Plan. In addition, without the need for a further order or authorization of the Court or further notice to any entities, but subject to the express provisions of this Confirmation Order and Section 9.1 of the Plan, the Debtors shall be authorized and empowered to make modifications to the documents filed with the Court, including exhibits to the Plan or documents forming part of the evidentiary record at the Confirmation Hearing, consistent with the terms of such documents in their reasonable business judgment as may be necessary. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

35. The requirement of a meeting pursuant to section 341 of the Bankruptcy Code is hereby waived.

VII. WAIVER OF THE STAY OF BANKRUPTCY RULE 3020(e)

36. Pursuant to Bankruptcy Rule 3020(e), this Confirmation Order shall not be stayed and shall be immediately effective upon entry on the docket of the Court.

VIII. CLOSING OF SUBSIDIARY DEBTOR CASES

37. As of the Effective Date, the chapter 11 cases of the Subsidiary Debtors shall be closed.

IX. NOTICE OF ENTRY OF CONFIRMATION ORDER

38. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors or the Reorganized Debtors are directed to serve, within 10 calendar days after the occurrence of the

Effective Date, a notice of the entry of this Confirmation Order, which shall include notice of the Effective Date, substantially in the form of Exhibit B attached hereto and incorporated herein by reference (the "Confirmation Notice"), on all parties that received notice of the Confirmation Hearing.

39. As soon as practicable after the entry of this Confirmation Order, the Debtors shall make copies of this Confirmation Order and the Confirmation Notice available on the Voting Agent's website.

Dated: March 5, 2010
New York, New York

s/Arthur J. Gonzalez
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

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

----- x Chapter 11
In re :
PENTON BUSINESS MEDIA HOLDINGS, INC., et al., : Case No. 10-10689 (AJG)
: (Jointly Administered)
Debtors. :
----- x

**Penton Business Media Holdings, Inc.
Penton Media, Inc.
Penton Business Media, Inc.
Duke Investments, Inc.
Duke Communications International, Inc.
DVG & Associates
Internet World Media, Inc.
Penton Business Media Internet, Inc.
Penton Business Media Publications, Inc.**

**FIRST AMENDED JOINT PREPACKAGED PLAN
OF REORGANIZATION OF PENTON BUSINESS
MEDIA HOLDINGS, INC. AND ITS DEBTOR
SUBSIDIARIES**

JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306
Lisa G. Laukitis (NY I.D. LG 9248)

- and -

JONES DAY
77 West Wacker
Chicago, Illinois 60603
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PROPOSED ATTORNEYS FOR DEBTORS

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TABLE OF EXHIBITS¹

Exhibit I	Amended and Restated Credit Agreement
Exhibit II	Equity Commitment Letter
Exhibit III	Shareholders' Agreement
Exhibit IV	Interest Rate Hedge Waiver
Exhibit V	Form of Management Incentive Plan

¹ The Debtors reserve the right to modify, amend, supplement, restate or withdraw any of the Exhibits; provided, however, that Exhibits I, II, III, IV and VI shall not be modified, amended, supplemented, restated or withdrawn without the prior written consent of the First Lien Administrative Agent.

Exhibit VI	Lock-Up Agreement
Exhibit VII	Certificate of Incorporation (or Comparable Constituent Documents) of Reorganized Holdings and Form for Reorganized Subsidiary Debtors
Exhibit VIII	Bylaws (or Comparable Constituent Documents) of Reorganized Holdings and Form for Reorganized Subsidiary Debtors
Exhibit IX	Initial Directors and Officers of Reorganized Holdings and Each Reorganized Subsidiary Debtor
Exhibit X	Executory Contracts and Unexpired Leases to Be Rejected

INTRODUCTION

Penton Business Media Holdings, Inc., a Delaware corporation ("Holdings") and the other above-captioned debtors (collectively, the "Debtors") propose the following joint prepackaged Plan of reorganization pursuant to section 1121(a) of title 11 of the Bankruptcy Code (as defined below) for the resolution of the outstanding claims against and equity interests in the Debtors. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Disclosure Statement (as defined below) distributed contemporaneously herewith, for a discussion of the Debtors' history, business and projections, and for a summary and analysis of the Plan. There also are other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in the Plan or the Disclosure Statement and that will be available for review.

ALL CREDITORS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND IN THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

1.1 Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. "**Administrative Claim**" means a Claim against a Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration in the Chapter 11 Cases that is entitled to priority or superpriority under sections 364(c)(1), 503(b), 503(c), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, all reasonable fees and expenses incurred by the First Lien Administrative Agent's Professionals and the Second Lien Administrative Agent's Professionals.

2. "**Amended and Restated Credit Agreement**" means the Amended and Restated Credit Agreement attached hereto as Exhibit I.

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

4. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York.

5. **"Bankruptcy Rules"** means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.
6. **"Business Day"** means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).
7. **"Cash"** means legal tender of the United States of America and equivalents thereof.
8. **"Chapter 11 Cases"** means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the Bankruptcy Court.
9. **"Claim"** means a claim (as defined in section 101(5) of the Bankruptcy Code) against a Debtor, including an Administrative Claim.
10. **"Class"** means a class of Claims or Interests, as described in Article II.
11. **"Confirmation"** means the entry of the Confirmation Order on the docket of the Bankruptcy Court.
12. **"Confirmation Date"** means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.
13. **"Confirmation Order"** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
14. **"Creditors' Committee"** means the statutory official committee of unsecured creditors, if any, that may be appointed by the United States Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time.
15. **"Debtors"** shall have the meaning assigned to such term in the introductory paragraph of the Plan.
16. **"Disclosure Statement"** means the First Amended Disclosure Statement of First Amended Joint Prepackaged Plan of Reorganization for Penton Business Media Holdings, Inc. and its Debtor Subsidiaries, of even date herewith (including all exhibits and schedules thereto or referenced therein), that describes the Plan and has been prepared and distributed by the Debtors, as plan proponents, pursuant to section 1125(g) of the Bankruptcy Code, as the same may be amended, modified or supplemented.
17. **"Distribution Record Date"** means 5:00 p.m. (New York City Time) on the Confirmation Date.
18. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461.

19. **"Effective Date"** means a day, as determined by the Debtors, that is the Business Day after all conditions to the Effective Date in Section 4.1 have been met or waived in accordance with Section 4.2.

20. **"Equity Commitment"** means the commitment of the Equity Investors to provide a backstop to the Rights Offering in a Cash amount of between \$38.9 and \$51.2 million pursuant to the terms and conditions set forth in the Equity Commitment Letter.

21. **"Equity Commitment Letter"** means the Equity Commitment Letter attached hereto as Exhibit II.

22. **"Equity Investors"** means Wasserstein Partners, L.P. or its affiliates and MidOcean Partners III, L.P. or its affiliates.

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

24. **"Executory Contract or Unexpired Lease"** means a contract or lease to which a Debtor is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code, including any modifications, amendments, addenda or supplements thereto. The term Executory Contract or Unexpired Lease specifically includes any Real Property Executory Contract or Unexpired Lease.

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

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

27. **"Final Order"** means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a stay, new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a stay, new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument or rehearing thereof has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a stay, new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari or move for a stay, new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause such order to not be a "Final Order."

28. **"First Lien Administrative Agent"** means General Electric Capital Corporation, as administrative agent under the First Lien Credit Agreement, and any predecessor or successor thereto.

29. **"First Lien Credit Agreement"** means the First Lien Credit Agreement, dated as of February 1, 2007, among the Debtors, the First Lien Administrative Agent, and the other First Lien Lenders party thereto, as amended by that certain Consent and Amendment Agreement, dated as of November 24, 2009, that certain Amendment No. 2, dated as of December 23, 2009, that certain Amendment No. 3, dated as of January 15, 2010, that certain Amendment No. 4 dated as of January 29, 2010, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

30. **"First Lien Lenders"** means, collectively, (a) the First Lien Revolver Lenders and First Lien Term Loan Lenders and (b) any agent or arrangers named in the First Lien Loan Documents, including the First Lien Administrative Agent, and their respective predecessors and permitted successors or assigns.

31. **"First Lien Loan Documents"** means collectively: (a) the First Lien Credit Agreement, and (b) all Loan Documents (as defined in the First Lien Credit Agreement and as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

32. **"First Lien Parties"** means the First Lien Lenders, the First Lien Administrative Agent, and any officers, directors, and employees thereof.

33. **"First Lien Revolver Claim"** means any Claim against a Debtor in respect of a First Lien Revolver Loan advanced to the Debtors under the First Lien Credit Agreement.

34. **"First Lien Revolver Lenders"** means those parties identified as "Revolving Facility Lenders" under the First Lien Credit Agreement and their respective predecessors and permitted successors and assigns.

35. **"First Lien Revolver Loans"** means Revolving Facility Loans (as defined in the First Lien Credit Agreement) advanced by the First Lien Revolver Lenders under the First Lien Credit Agreement.

36. **"First Lien Term Loan Claim"** means any Claim against a Debtor (i) in respect of a First Lien Term Loan advanced to the Debtors under the First Lien Credit Agreement or (ii) evidenced by a Secured Swap Agreement not subject to an Interest Rate Hedge Waiver.

37. **"First Lien Term Loan Lenders"** means those parties identified as "Term Lenders" under the First Lien Credit Agreement and their respective predecessors and permitted successors and assigns.

38. **"First Lien Term Loans"** means the Term Loans (as defined in the First Lien Credit Agreement) advanced by the First Lien Term Loan Lenders under the First Lien Credit Agreement.

39. **"General Unsecured Claim"** means any Claim that is not an Administrative Claim, Priority Claim, Priority Tax Claim, First Lien Revolver Claim, First Lien Term Loan Claim, Second Lien Claim, Other Secured Claim or Intercompany Claim.

40. **"Holdings"** shall have the meaning assigned to such term in the introductory paragraph of the Plan.
41. **"Holdings Equity Interests"** means the Interests in Holdings, other than the Holdings Investor Equity Interests, as of the Effective Date.
42. **"Holdings Investor Equity Interests"** means the common stock of Holdings held by LLC as of the Effective Date.
43. **"Intercompany Claim"** means any Claim of any Debtor against another Debtor.
44. **"Interest"** means the rights of any holder of the Stock of any Debtor and the rights of any entity to purchase or demand the issuance of any of the Stock of any Debtor, including: (a) redemption, conversion, exchange, voting, participation and dividend rights; (b) liquidation preferences; and (c) stock options and warrants.
45. **"Interest Rate Hedge Waiver"** means an agreement, in the form attached hereto as Exhibit IV, among the Debtors and any counterparty to a Secured Swap Agreement designated in writing by the Debtors within three business days of the Petition Date pursuant to which such counterparty agrees (1) to waive any defaults and termination rights under such Secured Swap Agreement, including as a result of the Chapter 11 Cases, occurring through the Effective Date and (2) that such Secured Swap Agreement shall remain in full force and effect as of such date.
46. **"LLC"** means Penton Business Media Holdings, LLC.
47. **"LLC Shareholders"** means the holders of the common stock of LLC as of the Effective Date or their Permitted Transferees (as defined in the Amended and Restated Stockholders Agreement of LLC dated as of February 1, 2007).
48. **"Liabilities"** means any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Recovery Actions, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction or agreement.
49. **"Lock-Up Agreement"** means the Restructuring Support Agreement, dated as of January 20, 2010, among the Debtors, certain First Lien Lenders, certain Second Lien Lenders and the Equity Investors, attached hereto as Exhibit VI.
50. **"Management Incentive Plan"** means a management incentive program for the Debtors, the principal terms of which are set forth as Exhibit V hereto.
51. **"Non-Investor Second Lien Lender"** means a Second Lien Lender not a party to the Equity Commitment Letter.
52. **"Notice Parties"** shall have the meaning assigned to such term in Section 2.1.1.c.

53. **"Ordinary Course Professionals Order"** means any order entered by the Bankruptcy Court authorizing the Debtors to retain, employ and pay professionals and service providers, as specified in the order, which are not materially involved in the administration of the Chapter 11 Cases.

54. **"Other Secured Claim"** means a Secured Claim other than a First Lien Revolver Claim, First Lien Term Loan Claim or Second Lien Claim.

55. **"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.

56. **"Person"** means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

57. **"Petition Date"** means the date on which the Debtors file their petitions for relief commencing the Chapter 11 Cases.

58. **"Plan"** means this joint prepackaged plan of reorganization, and all Exhibits attached hereto or referenced herein, as the same may be amended, modified or supplemented.

59. **"Priority Claim"** means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim or a Priority Tax Claim.

60. **"Priority Tax Claim"** means a Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

61. **"Professional"** means any professional employed in the Chapter 11 Cases pursuant to sections 327, 328, 363 or 1103 of the Bankruptcy Code, or any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

62. **"Real Property Executory Contract or Unexpired Lease"** means, collectively, an Executory Contract or Unexpired Lease relating to a Debtor's interest in real property and any Executory Contract or Unexpired Lease granting rights or interests related to or appurtenant to the applicable real property, including (a) all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement or operating agreements, vault, tunnel or bridge agreements or franchises, development rights, and any other interests in real estate or rights *in rem* related to the applicable real property, and (b) any modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such contract or lease.

63. **"Recovery Actions"** means, collectively and individually, preference actions, fraudulent conveyance actions and other claims or causes of action under sections 510, 544, 545, 546, 547, 548, 549, 550 and 553 of the Bankruptcy Code and other similar state law claims and causes of action.

64. **"Reinstated"** means rendering a Claim unimpaired within the meaning of section 1124 of the Bankruptcy Code in the manner chosen by the Debtors.

65. **"Released Parties"** means, collectively and individually, the Debtors' Representatives, the Creditors' Committee (if any) and its members (solely in their capacity as such), the First Lien Parties, the Second Lien Parties, LLC, the LLC Shareholders, counterparties to an executed Interest Rate Hedge Waiver and the Representatives of each of the foregoing (in each instance, solely in their capacities as such).

66. **"Reorganized ..."** means, when used in reference to a particular Debtor, such Debtor on and after the Effective Date.

67. **"Representatives"** means, with respect to any entity, any officer, director, affiliate, subsidiary, attorney, advisor, investment banker, financial advisor, accountant or other professional of such entity, in each case in such capacity; provided, however, that with respect to the Debtors only, the foregoing applies to only those "Representatives" serving on or after the Petition Date.

68. **"Rights Offering"** means a rights offering to the Second Lien Lenders with respect to the Stock of Reorganized Holdings that will be effectuated as set forth in the Equity Commitment Letter.

69. **"Second Lien Administrative Agent"** means Wells Fargo Bank, N.A. as administrative agent under the Second Lien Credit Agreement, and any predecessor or successor thereto.

70. **"Second Lien Claims"** means any Claim against a Debtor under, or evidenced by, the Second Lien Credit Agreement.

71. **"Second Lien Credit Agreement"** means the Second Lien Credit Agreement, dated as of February 1, 2007, among the Debtors, the Second Lien Administrative Agent, and the other Second Lien Lenders party thereto as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

72. **"Second Lien Distributions"** means the distributions to Second Lien Lenders under the Plan on account of the Second Lien Claims.

73. **"Second Lien Lender Elections"** means the elections of Second Lien Lenders to (1) receive either Cash or Stock as their Second Lien Distributions and (2) participate in the Rights Offering, which Second Lien Lender Elections have been made in connection with the Lock-Up Agreement, or, if a Second Lien Lender has not made such election in connection with a Lock-Up Agreement, will be made by a Second Lien Lender on its Plan ballot, or, if no such election is properly and timely made on a Plan ballot, shall be deemed made pursuant to Section 3.1.

74. **"Second Lien Lenders"** means, collectively, those entities identified as "Lenders" under the Second Lien Loan Documents and their respective predecessors and permitted successors and assigns.

75. **"Second Lien Loan Documents"** means, collectively: (a) the Second Lien Credit Agreement; and (b) the Loan Documents (as defined in the Second Lien Credit Agreement and as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

76. **"Second Lien Parties"** means the Second Lien Lenders, the Second Lien Administrative Agent, and any officers, directors and employees thereof.

77. **"Secondary Liability Claim"** means a Claim that arises from a Debtor being liable as a guarantor of, or otherwise being jointly, severally or secondarily liable for, any contractual, tort, guaranty or other obligation of another Debtor, including any Claim based on: (a) vicarious liability; (b) liabilities arising out of piercing the corporate veil, alter ego liability or similar legal theories; (c) guaranties of collection, payments or performance; (d) indemnity bonds, obligations to indemnify or obligations to hold harmless; (e) performance bonds; (f) contingent liabilities arising out of contractual obligations or out of undertakings (including any assignment or transfer) with respect to leases, operating agreements or other similar obligations made or given by a Debtor or relating to the obligations or performance of another Debtor; (g) several liability of a member of a consolidated (or equivalent) group of corporations for Taxes of other members of the group or of the entire group; or (h) any other joint or several liability, including Claims for indemnification or contribution, that any Debtor may have in respect of any obligation that is the basis of a Claim.

78. **"Secured Claim"** means a Claim that is secured by a lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506 of the Bankruptcy Code.

79. **"Secured Swap Agreement"** has the meaning set forth in the First Lien Credit Agreement.

80. **"Shareholders' Agreement"** means that agreement binding on all holders of the Stock of Reorganized Holdings as of the Effective Date in the form attached as Exhibit III.

81. **"Stock"** means, when used with reference to a particular Debtor, the common stock, preferred stock, membership interests or partnership interests or similar ownership interests of such Debtor, including options, warrants or rights to acquire or convert any such interests, issued by such Debtor and outstanding immediately prior to the Petition Date.

82. **"Subsidiary Debtor"** means any Debtor other than Holdings.

83. **"Subsidiary Debtor Equity Interests"** means, as to a particular Subsidiary Debtor, any Interests in such Debtor.

84. **"Tax"** means: (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal,

state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

1.2 Rules of Interpretation and Computation of Time

1.2.1 Rules of Interpretation

For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan, Confirmation Order or otherwise; (d) any reference to an entity as a holder of a Claim or Interest includes that entity's permitted successors, assigns and affiliates; (e) all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to the Plan; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) subject to the provisions of any contract, articles or certificates of incorporation, bylaws, codes of regulation, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to the extent not inconsistent with any other provision of this Section 1.2.1.

1.2.2 Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described in Section 2.1, are not classified herein. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest satisfies the description of that Class and is classified in a Class or Classes to the extent that any remainder of the Claim or Interest satisfies the description of such other Class or Classes.

2.1 Unclassified Claims

2.1.1 Payment of Administrative Claims

a. Statutory Fees

On or before the Effective Date, Administrative Claims for fees payable pursuant to 28 U.S.C. § 1930 will be paid in Cash equal to the amount of such Administrative Claims. All fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date will be paid by the applicable Reorganized Debtor in accordance therewith until the earlier of the conversion or dismissal of the applicable Chapter 11 Case under section 1112 of the Bankruptcy Code or the closing of the applicable Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code.

b. Trade or Other Ordinary Course Liabilities

Administrative Claims based on liabilities incurred by a Debtor in the ordinary course of its business, including Administrative Claims arising from or with respect to the sale of goods or provision of services on or after the Petition Date, Administrative Claims of governmental units for Taxes (including Tax audit Claims related to Tax years or portions thereof ending after the Petition Date), Administrative Claims arising under Executory Contracts and Unexpired Leases and Administrative Claims which are Intercompany Claims, will be paid by the applicable Reorganized Debtor, pursuant to the terms and conditions of the particular transaction giving rise to those Administrative Claims, without further action by the holders of such Administrative Claims or further approval by the Bankruptcy Court. Holders of the foregoing Administrative Claims will not be required to File or serve any request for payment of such Administrative Claims. Any Administrative Claims that are Filed contrary to this Section shall be deemed disallowed and expunged, subject to their resolution and satisfaction in the ordinary course outside these Chapter 11 Cases.

c. Professional Compensation

Professionals or other entities asserting a Fee Claim for services rendered on or before the Effective Date must File and serve on the parties identified in Section 9.3 (the "Notice Parties") and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 28 days after the Effective Date; provided, however, that any party who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered on or before the Effective Date pursuant to the Ordinary Course Professionals Order without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order). Objections to any Fee Claim must be Filed and served on the Notice Parties and the requesting party no later than 49 days after the Effective Date. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

2.1.2 Payment of Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the holder of a Priority Tax Claim and the applicable Debtor or Reorganized Debtor, each holder of a Priority Tax Claim will receive, in full satisfaction of its Priority Tax Claim, Cash equal to the amount of such Priority Tax Claim on the later of (i) the Effective Date and (ii) the date on which a Priority Tax Claim would be due and payable in the ordinary course of business.

2.2 Classified Claims and Interests

2.2.1 Class 1 Claims — Priority Claims. Unless otherwise agreed by the holder of a Priority Claim and the applicable Debtor or Reorganized Debtor, each holder of a Priority Claim will receive, in full satisfaction of its Priority Claim, Cash equal to the amount of such Priority Claim on the later of (i) the Effective Date and (ii) the date on which a Priority Claim would be due and payable in the ordinary course of business. Class 1 Claims are unimpaired and will be deemed to have accepted the Plan.

2.2.2 Class 2 Claims — First Lien Term Loan Claims. On the Effective Date, in full settlement of the First Lien Term Loan Claims and all Obligations (as defined in the First Lien Credit Agreement) in respect of the First Lien Term Loans, including all interest accruing during the pendency of the Chapter 11 Cases and all fees, costs and expenses, owing thereunder, the First Lien Term Loan Claims shall be treated as provided for in the Amended and Restated Credit Agreement and other related amended and restated First Lien Loan Documents; including, without limitation, that all interest, fees, expenses and indemnification obligations (including, without limitation, all reasonable fees and expenses incurred by the First Lien Administrative Agent's legal counsel and financial advisor) of the Debtors under the First Lien Loan Documents in respect of the First Lien Term Loans accrued, or otherwise incurred, and outstanding as of the day immediately preceding the Effective Date shall be paid in full on the Effective Date and all Interest Periods (as defined in the First Lien Credit Agreement) shall be reset as of the Effective Date.

All defaults or events of default under the First Lien Loan Documents shall be fully waived as of the Effective Date, and any acceleration of the Obligations (as defined in the First Lien Credit Agreement) due and owing under the First Lien Loan Documents shall be de-accelerated.

As of the Effective Date, each of the First Lien Term Loan Lenders shall be deemed to have executed the Amended and Restated Credit Agreement and the amended and restated First Lien Loan Documents. Class 2 Claims are impaired under the Plan, and each holder of a Class 2 Claim is entitled to vote on the Plan.

2.2.3 Class 3 Claims — First Lien Revolver Claims. On the Effective Date, in full settlement of the First Lien Revolver Claims, and all Obligations (as defined in the First Lien Credit Agreement) in respect of the First Lien Revolver Loans, including all interest accruing during the pendency of the Chapter 11 Cases and all fees, costs and expenses, owing thereunder, the First Lien Revolver Claims shall be treated as provided for in the Amended and Restated Credit Agreement and other related amended and restated First Lien Loan Documents including, without limitation, that all interest, fees, expenses and indemnification obligations (including, without limitation, all reasonable fees and expenses incurred by the First Lien Administrative Agent's legal counsel and financial

All defaults or events of default under the First Lien Loan Documents shall be fully waived as of the Effective Date, and any acceleration of the Obligations (as defined in the First Lien Credit Agreement) due and owing under the First Lien Loan Documents shall be de-accelerated.

Pursuant to the Amended and Restated Credit Agreement, on or about the Effective Date, the Rollover Revolving Lenders (as defined in the Amended and Restated Credit Agreement) shall receive a paydown in Cash, without a permanent reduction in the Revolving Facility Commitments (as defined in the Amended and Restated Credit Agreement), in an amount as required in the Amended and Restated Credit Agreement.

Class 3 Claims are impaired under the Plan, and each holder of a Class 3 Claim is entitled to vote on the Plan.

2.2.4 Class 4 Claims — Second Lien Claims. On the Effective Date, in full settlement of the Second Lien Claims, Second Lien Lenders will receive, in accordance with their Second Lien Lender Elections and Section 3.1, Cash or Stock of Reorganized Holdings (valuing such Stock in the same manner as the Stock offered in the Rights Offering) of a value equal to 15% of the principal amount of their Second Lien Claims as of the Petition Date, excluding any accrued but unpaid interest, fees or other charges. All Class 4 Claims also will be entitled to participate in the Rights Offering pursuant to their Second Lien Lender Elections, and Section 3.1 hereof; provided, however, the Equity Investors shall be deemed to have elected to receive all of their Second Lien Distributions in the form of Stock of Reorganized Holdings. Class 4 Claims are impaired under the Plan, and each holder of a Class 4 Claim is entitled to vote on the Plan.

2.2.5 Class 5 Claims — Other Secured Claims. On the Effective Date, each Other Secured Claim shall be Reinstated. Class 5 Claims are unimpaired under the Plan, and each holder of a Class 5 Claim shall be deemed to have accepted the Plan.

2.2.6 Class 6 Claims — General Unsecured Claims. Each holder of a General Unsecured Claim, shall receive, in the ordinary course of business and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transaction, Cash in an amount equal to such Claim. Class 6 Claims are unimpaired under the Plan, and each holder of a Class 6 Claim shall be deemed to have accepted the Plan.

2.2.7 Class 7 Claims — Intercompany Claims. On the Effective Date, Intercompany Claims shall be Reinstated. Class 7 Claims are unimpaired, and each holder of a Class 7 Claim shall be deemed to have accepted the Plan.

2.2.8 Class 8 Interests — Subsidiary Debtor Equity Interests. On the Effective Date, Subsidiary Debtor Equity Interests shall be Reinstated. Class 8 Interests are unimpaired under the Plan, and each holder of a Class 8 Interest shall be deemed to have accepted the Plan.

2.2.9 Class 9 Interests — Holdings Equity Interests. On the Effective Date, the Holdings Equity Interests shall be extinguished and no consideration shall be paid or distributed on account of Class 9 Interests. Each holder of a Class 9 Interest shall be deemed to have rejected the Plan.

2.2.10 Class 10 Interests — Holdings Investor Equity Interests. On the Effective Date, the holders of the Holdings Investor Equity Interests shall, if requested by the Debtors, retain such Interests in lieu of receiving certain Stock in connection with the Second Lien Lender Elections of the LLC Shareholders and the Equity Commitment. Such retained Interests shall be valued in the same manner as the Stock offered in the Rights Offering. Otherwise, such Interests shall be extinguished. Class 10 Interests are impaired under the Plan, but each holder of a Class 10 Interest shall be deemed to have accepted the Plan.

2.3 Special Provisions Regarding the Treatment of Secondary Liability Claims; Maximum Recovery

The classification and treatment of Claims under the Plan take into consideration all Secondary Liability Claims. On the Effective Date, Secondary Liability Claims will be treated as follows:

1. The Secondary Liability Claims arising from or related to (i) any Claims Reinstated hereunder, or (ii) any Debtor's joint or several liability for the obligations under any Executory Contract or Unexpired Lease that is being assumed or deemed assumed by another Debtor or under any Executory Contract or Unexpired Lease that is being assumed by and assigned to another Debtor will be Reinstated.

2. Holders of Secondary Liability Claims against any Debtor with respect to Second Lien Claims will be entitled to a single recovery under the Plan in respect of the Liabilities related to such Secondary Liability Claim and will be deemed satisfied in full by the satisfaction of the related underlying Claim pursuant to the Plan. Notwithstanding the existence of a Secondary Liability Claim, no multiple recovery on account of any Claim against any Debtor will be provided or permitted under the Plan. Notwithstanding any provision hereof to the contrary, holders of Secondary Liability Claims against a Debtor may not receive in the aggregate from all Debtors more than 100% of the principal amount of the underlying Claim giving rise to such multiple Claims.

2.4 Postpetition Interest on Claims

Except with respect to First Lien Revolver Claims and First Lien Term Loan Claims, or as required by applicable bankruptcy law with respect to any Other Secured Claim, postpetition interest shall not be paid on account of any Claim.

**ARTICLE III.
MEANS FOR IMPLEMENTATION OF THE PLAN**

3.1 Rights Offering, Second Lien Lender Equity Elections and Revolving Commitments

In connection with the Plan, the Debtors will effectuate the Rights Offering to all Second Lien Lenders, with an Equity Commitment from the Equity Investors in a Cash amount of between \$38.9 and \$51.2 million, depending on the Second Lien Lender Elections.

\$32.5 million of the proceeds from the Rights Offering (and/or Equity Commitment, as applicable) will be retained by the Debtors for liquidity and to fund transaction costs, while the remainder — between \$6.4 and \$18.7 million — will be used to fund the Second Lien Distributions made in Cash under the Plan, depending on the Second Lien Lender Elections. All Stock of Reorganized Holdings received by Second Lien Lenders in connection with the Plan and the Rights Offering, and all stock of Reorganized Holdings retained by the Equity Investors, directly or indirectly, under the Plan, shall be subject to the Shareholders' Agreement.

The Debtors will have the right to cause Class 10 Interest holders either to purchase newly issued shares of Holdings common stock in connection with the Rights Offering or to make capital contributions in respect of presently issued and outstanding shares of common stock (the "Outstanding Shares") if it determines (in its discretion) that so doing is desirable from a structural perspective. In either such case, the amount paid for newly issued shares of Holdings common stock or contributed in respect of the Outstanding Shares shall be the same so that, giving effect to the transactions herein contemplated, the value paid or contributed in respect of all shares of Holdings common stock and any Outstanding Shares is the same.

All Second Lien Lender Elections shall be binding on the Second Lien Lenders making such elections and the Second Lien Lender Elections shall be implemented by the Plan; provided, however, that a Non-Investor Second Lien Lender shall be entitled on its Plan ballot to adjust its Second Lien Lender Election by (i) choosing to receive more Cash on account of its Second Lien Distribution, rather than Stock or (ii) choosing to decrease its participation in the Rights Offering.

If a Second Lien Lender has not made a Second Lien Lender Election prior to the voting record date established for the Plan, it shall be entitled to make such an election on its Plan ballot. If, pursuant to the solicitation procedures established in connection with the Plan, the Debtors do not receive a timely and proper Second Lien Lender Election from any such Second Lien Lender, that Second Lien Lender shall be deemed to have elected to (i) receive Cash as its Second Lien Distribution and (ii) not participate in the Rights Offering.

As additional liquidity to fund the Reorganized Debtors' post-Effective Date operations, the Reorganized Debtors will as of the Effective Date have access to no less than \$42,656,250 in revolving commitments under the Amended and Restated Credit Agreement, as such amount may be adjusted from time to time in accordance therewith.

3.2 Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors

Each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all of the powers of a corporation or other relevant entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable state law. As of the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in such Reorganized Debtor, free and clear of all Claims, liens, charges, other encumbrances, Interests and other interests, except with respect to First Lien Revolver Claims, First Lien Term Loan Claims and Reinstated Claims. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional fee applications) without application to, or the approval of, the Bankruptcy Court.

3.3 Corporate Governance, Directors and Officers, Employment-Related Agreements and Compensation Programs; Other Agreements

3.3.1 Certificates of Incorporation and Bylaws

As of the Effective Date, the certificates of incorporation and the bylaws (or comparable constituent documents) of the Reorganized Debtors will be substantially in the forms set forth in Exhibits VII and VIII, respectively. The certificates of incorporation and bylaws (or comparable constituent documents) of each Reorganized Debtor, among other things, will prohibit the issuance of nonvoting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its certificates of incorporation or bylaws (or comparable constituent documents) as permitted by applicable state law, subject to the terms and conditions of such constituent documents. On the Effective Date, or as soon thereafter as is practicable, each Reorganized Debtor shall file such certificate of incorporation (or comparable constituent documents) with the secretary of state or similar office of the state in which such Reorganized Debtor is incorporated or organized, to the extent required by and in accordance with the applicable corporate law of such state.

3.3.2 Directors and Officers of the Reorganized Debtors

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, as set forth on Exhibit IX, the initial officers of each of the Reorganized Debtors will consist of the officers of such Debtor immediately prior to the Effective Date and the initial board of directors of each of the Reorganized Debtors will consist of the board of directors immediately prior to the Effective Date. Each such director and officer will serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the terms of the certificate of incorporation and bylaws (or comparable constituent documents) of the applicable Reorganized Debtor and state law.

3.3.3 Employment-Related Agreements and Compensation Programs

a. As of the Effective Date, each of the Reorganized Debtors will have authority to: (i) maintain, reinstate, amend or revise existing employment, retirement, welfare, incentive, severance, indemnification and other agreements with its active and retired directors, officers and employees, subject to the terms and conditions of any such agreement and applicable non-bankruptcy law; (ii) enter into new employment, retirement, welfare, incentive, severance, indemnification and other agreements for active and retired employees; and (iii) enter into and implement the Management Incentive Plan; provided, however, that any Cash payments made under the Management Incentive Plan shall be no greater than as provided for in the Form of Management Incentive Plan attached hereto as Exhibit V, unless agreed to in writing by the First Lien Administrative Agent.

b. From and after the Effective Date, the Reorganized Debtors will continue to administer and pay the Claims arising before the Petition Date under the Debtors' workers' compensation programs in accordance with their prepetition practices and procedures.

3.3.4 Other Agreements

Consummation of the Plan is not intended to and shall not constitute a change in ownership or change of control, as defined in any employment or other agreement or plan in effect on the Effective Date to which a Debtor is a party. In addition, notwithstanding anything to the contrary in the Plan, no provision in any contract, agreement or other document with the Debtors that is rendered unenforceable against the Debtors or the Reorganized Debtors pursuant to sections 541(c), 363(l) or 365(e)(1) of the Bankruptcy Code, or any analogous decisional law, shall be enforceable against the Debtors or Reorganized Debtors as a result of the Plan, or the Confirmation Order.

3.3.5 Plan Transactions Approved and Effective as of the Effective Date

The adoption of new or amended and restated certificates of incorporation and bylaws (or comparable constituent documents) for each Reorganized Debtor; the initial selection of directors and officers for each Reorganized Debtor; the effectuation of the Rights Offering; the entry into the Amended and Restated Credit Agreement, the Shareholders' Agreement and the Interest Rate Hedge Waiver; the distribution of Cash pursuant to the Plan; the adoption, execution, delivery and implementation of all contracts, leases, instruments, releases and other agreements or documents related to any of the foregoing; the adoption, execution and implementation of employment, retirement and indemnification agreements, incentive compensation programs, retirement income plans, welfare benefit plans and other employee plans and related agreements and the other matters provided for under the Plan involving the corporate structure of the Debtors or Reorganized Debtors or corporate action to be taken by or required of a Debtor or Reorganized Debtor will occur and be effective as of the Effective Date, if no such other date is specified in such other documents, and are hereby authorized and approved in all respects and for all purposes without any requirement of further action by the stockholders or directors of the Debtors or the Reorganized Debtors.

3.4 Assumption of Pension Plans; Retiree Welfare Benefits

3.4.1 On the Effective Date, each applicable Reorganized Debtor shall assume the unexpired pension plans to which it is a party. The applicable Debtors will continue to sponsor and administer the pension plans, satisfy the minimum funding standards pursuant to 26 U.S.C. § 412 and 29 U.S.C. § 1082 and administer the pension plans in accordance with their terms and the provisions of ERISA and the Internal Revenue Code of 1986. Furthermore, nothing in the Plan shall be construed as discharging, releasing or relieving the Debtors or the Debtors' successors from any liability imposed under any law or regulatory provision with respect to the pension plans. Neither the PBGC, the pension plans nor any participant or beneficiary of the pension plans shall be enjoined or precluded, from and after the Effective Date, from enforcing such liability with respect to the pension plans.

3.4.2 From and after the Effective Date, the applicable Debtors will continue to pay all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, for the duration of the period that the applicable Debtors have obligated themselves to provide such benefits, in accordance with the terms of the retiree benefit plans or other agreements governing the payment of such benefits, subject to any rights of the Debtors to amend, modify or terminate such benefits under the terms of the applicable retiree benefits plan, other agreement or applicable nonbankruptcy law.

3.5 Preservation of Rights of Action; Settlement of Claims and Releases

3.5.1 Preservation of Rights of Action by the Reorganized Debtors; Recovery Actions

Except as otherwise expressly provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, including the releases provided for under Section 3.5.3 hereof, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors will have vested in them as of the Effective Date, and the Reorganized Debtors will retain and may enforce, any claims, demands, rights, defenses and causes of action that the Debtor or the Estate may hold against any entity. Each Reorganized Debtor or its successor may pursue such retained claims, demands, rights, defenses or causes of action, as appropriate, in accordance with the best interests of such Reorganized Debtor or its successor holding such claims, demands, rights, defenses or causes of action, and may settle such claims after the Effective Date without notice to parties in interest or approval of the Bankruptcy Court. Notwithstanding the foregoing, as of the Effective Date, the Debtors shall waive and release all Recovery Actions.

3.5.2 Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases set forth in Section 3.5.3, will constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of a Claim may have with respect to any Claim (other than Claims Reinstated hereunder) or any distribution to be made pursuant to the Plan on account of any such Claim (other than Claims Reinstated hereunder). The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of

the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, Reorganized Debtors, Estates and their respective property and Claim holders and is fair, equitable and reasonable.

3.5.3 Releases

a. General Releases by Debtors and Reorganized Debtors

As of the Effective Date the Debtors and the Reorganized Debtors, on behalf of themselves and their affiliates, the Estates and their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them will forever release, waive and discharge all Liabilities that they have, or had against any Released Party except with respect to any obligations arising under the Plan. Furthermore, notwithstanding the foregoing, such release, waiver and discharge shall not operate as a release, waiver or discharge of (i) any Released Party in respect of any express contractual obligation of any such Released Party in effect following substantial consummation of the Plan or (ii) solely in the case of Released Parties that are directors, officers and employees of the Debtors, intentional fraud or theft; it being understood that prospective or forward-looking guidance or projections prepared or released by such parties shall be deemed not to constitute intentional fraud or theft.

b. General Releases by Holders of Claims or Interests

As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the cash, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Interest (solely in its capacity as such) that votes in favor of the Plan, to the fullest extent permissible under law, will be deemed to forever release, waive and discharge all Liabilities in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the exhibits to the Plan, the Disclosure Statement, the First Lien Loan Documents, the Second Lien Loan Documents, or the Secured Swap Agreement that such entity has, had or may have against any Released Party or any employees, agents or partners of the Debtors (which release will be in addition to the discharge of Claims provided herein and under the Confirmation Order and the Bankruptcy Code), except with respect to any obligations arising under the Plan, the Amended and Restated Credit Agreement, the "Loan Documents" (as defined in the Amended and Restated Credit Agreement), a Secured Swap Agreement subject to an Interest Rate Hedge Waiver (and only to the extent provided in such Interest Rate Hedge Waiver), or as a result of any act, event, injury, omission, transaction, or agreement arising after the Effective Date (other than Liabilities relating to such act, event, injury, omission, transaction or agreement first arising or occurring prior to the Effective Date); provided, however, that the foregoing provisions will have no effect on the liability of any entity that would otherwise result from any unknown act as of the Effective Date, to the extent that such act is determined in a Final Order to have constituted willful misconduct.

c. Injunction Related to Releases

The Confirmation Order will permanently enjoin the commencement or prosecution by any entity or Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, rights of contribution or rights of indemnification released pursuant to the Plan, including pursuant to the releases in this Section 3.5.3.

3.6 Reinstatement and Continuation of Insurance Policies

From and after the Effective Date, each of the Debtors' insurance policies in existence as of the Effective Date shall be reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V of the Plan. Nothing in the Plan shall affect, impair or prejudice the rights of the insurance carriers or the Reorganized Debtors under the insurance policies in any manner, and such insurance carriers and Reorganized Debtors shall retain all rights and defenses under such insurance policies, and such insurance policies shall apply to, and be enforceable by and against, the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed prior to the Effective Date.

3.7 Cancellation of Instruments, Securities and Other Documentation

On the Effective Date and concurrently with the applicable distributions made pursuant to Article II, the Second Lien Loan Documents will be deemed canceled and of no further force and effect against the Debtors, without any further action on the part of any Debtor. From and after the Effective Date, the holders of Second Lien Claims shall have no rights against the Debtors or Reorganized Debtors arising from or relating to such interests, instruments and other documentation or the cancellation thereof, except the rights provided pursuant to the Plan.

3.8 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The President and Chief Executive Officer, the Chief Financial Officer, any Vice President or the Secretary of each Debtor or Reorganized Debtor shall be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan. The Secretary or any Assistant Secretary of each Debtor or Reorganized Debtor will be authorized to certify or attest to any of the foregoing actions. Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax or similar Tax: (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) the execution and delivery of any documents in the Rights Offering, the Amended and Restated Credit Agreement, the Shareholders' Agreement or the Interest Rate Hedge Waiver; (4) the issuance of any Stock; or (5) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements,

agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments executed in connection with any of the foregoing or pursuant to the Plan.

**ARTICLE IV.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN; EFFECT OF
CONFIRMATION**

4.1 Conditions Precedent to the Effective Date

The Effective Date will not occur, and the Plan will not be consummated unless and until the following conditions have been satisfied or duly waived pursuant to Section 4.2:

4.1.1 The Bankruptcy Court (i) shall have entered the Confirmation Order in form and substance acceptable to the Debtors, the Equity Investors and the First Lien Administrative Agent, and (ii) such Confirmation Order shall be a Final Order.

4.1.2 The documents effectuating the Rights Offering shall be in form and substance acceptable to the Debtors and the First Lien Administrative Agent, shall have been executed by the Debtors and the Equity Investors and the Rights Offering has been closed.

4.1.3 The Interest Rate Hedge Waiver shall be in form and substance acceptable to the Debtors and the First Lien Administrative Agent and be in full force and effect.

4.1.4 The Non-Investor Second Lien Lenders shall have made, or under the Plan shall be deemed to have made, Second Lien Lender Elections for Cash on account of no less than \$42.7 million in principal amount of their Second Lien Claims.

4.1.5 All conditions precedent to the effectiveness of, and the initial borrowings under, the Amended and Restated Credit Agreement shall be satisfied or waived, in each case in accordance with the terms and conditions of the Amended and Restated Credit Agreement.

4.2 Waiver of Conditions to the Effective Date

The conditions to the Effective Date set forth in Section 4.1 may be waived, in whole or in part, by the Debtors with the prior written consent of (i) the Equity Investors and (ii) the First Lien Administrative Agent (with the consent of the Required Lenders as defined in the Amended and Restated Credit Agreement) without notice or an order of the Bankruptcy Court.

4.3 Effect of Nonoccurrence of Conditions to the Effective Date

If the conditions precedent in Section 4.1 hereof have not been satisfied or waived in the manner provided in Section 4.2 hereof by the date that is thirty (30) days after the Confirmation Date, then: (1) the Confirmation Order shall be of no further force or effect; (2) the Plan will be null and void in all respects, including with respect to (a) the discharge of Claims pursuant to section 1141 of the Bankruptcy Code, (b) the assumption, assumption and assignment or rejection of Executory Contracts and Unexpired Leases, as applicable and (c) the releases described in Section 3.5.3; and (3) nothing contained in the Plan will (a) constitute a waiver or

release of any claims by or against, or any Interest in, any Debtor or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

4.4 Discharge of Claims

Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. From and after the Effective Date, the Debtors shall be discharged from any and all Claims that arose prior to the Effective Date, subject to the obligations of the Debtors under the Plan.

4.5 Injunctions

As of the Effective Date, except with respect to the obligations of the Reorganized Debtors under the Plan or the Confirmation Order, all entities and Persons that have held, currently hold or may hold any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or Liabilities that are discharged or released will be permanently enjoined from taking any of the following enforcement actions against the Debtors, the Reorganized Debtors or any of their respective property on account of any such discharged or released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or Liabilities: (a) commencing or continuing in any manner any action or other proceeding; (b) enforcing, levying, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any lien or encumbrance; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any Debtor or Reorganized Debtor; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

4.6 Exculpation

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

4.7 Termination of Certain Subordination Rights

The classification and manner of satisfying Claims under the Plan take into consideration all subordination rights, whether arising under general principles of equitable subordination, contract, sections 510(a) and 510(c) of the Bankruptcy Code or otherwise, that a holder of a Claim or Interest may have against other Claim or Interest holders with respect to any distribution made pursuant to the Plan. All subordination rights that a holder of a Claim, other than a holder of a Claim Reinstated hereunder, may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan will not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

4.8 Dissolution of Any Creditors' Committee

On the Effective Date, the Creditors' Committee, if one has been appointed, will dissolve, and the members of the Creditors' Committee and their respective Professionals will cease to have any role arising from or related to the Chapter 11 Cases. The Professionals retained by the Creditors' Committee and the respective members thereof will not be entitled to assert any Fee Claim for any services rendered or expenses incurred after the Effective Date, except for reasonable fees for services rendered, and actual and necessary expenses incurred in connection with any applications for allowance of compensation and reimbursement of expenses pending on the Effective Date or filed and served after the Effective Date pursuant to Section 2.1.1.c.

ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Executory Contracts and Unexpired Leases to Be Assumed

5.1.1 Assumption Generally

Except as otherwise provided in the Plan or Exhibit X to the Plan, or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, or in a motion pending before the Bankruptcy Court seeking authority to reject an Executory Contract or Unexpired Lease or in a Final Order of the Bankruptcy Court, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors will be deemed to assume each Executory Contract or Unexpired Lease. Without limiting the foregoing, on the Effective Date, the Debtors shall assume all employment contracts without modification.

5.1.2 Assumption Procedures

The Confirmation Order will constitute an order of the Bankruptcy Court approving the assumption by the Debtors of Executory Contracts and Unexpired Leases pursuant to this Section 5.1 as of the Effective Date, except for Executory Contracts and Unexpired Leases that (a) have been rejected pursuant to a Final Order of the Bankruptcy Court, (b) are subject to a pending motion for reconsideration or appeal of an order authorizing the rejection of such

Executory Contract or Unexpired Lease, (c) are subject to a motion to reject such Executory Contract or Unexpired Lease filed on or prior to the Effective Date, (d) are listed on Exhibit X or (e) are designated for rejection as provided in this Section.

5.2 Payments Related to the Assumption of Executory Contracts and Unexpired Leases

The amount of any cure claim necessary to assume any Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the applicable Debtor or Reorganized Debtor: (1) by payment of such cure claim in Cash on the later of the Effective Date, and the date on which a disputed cure claim is resolved by agreement of the parties or by an order of the Bankruptcy Court; or (2) on such other terms as are agreed to by the parties to such Executory Contract or Unexpired Lease. Any management fees and/or Cash payments that may be owing from the Debtors to the Equity Investors as a cure payment in connection with the assumption of any management or other agreement between the Debtors and the Equity Investors shall accrue and be paid on the terms and conditions provided for in the Amended and Restated Credit Agreement.

As of the Effective Date, and after payment of any necessary cure amounts owing to contract or lease counterparties pursuant to section 365 of the Bankruptcy Code, all contract and lease counterparties shall be forever barred and estopped from asserting or claiming against the Debtors or Reorganized Debtors that any additional amounts are due or other defaults exist, that conditions to assumption and/or assignment must be satisfied under such Executory Contracts or Unexpired Leases or that there is any objection or defense to assumption and/or assignment of such Executory Contracts and Unexpired Leases.

Any provision in any Executory Contract or Unexpired Lease to be assumed under the Plan that purports to declare a breach, default, or right to payment or modification as a result of an assignment or change of control in respect of the Debtors or Reorganized Debtors, or as a result of the Chapter 11 Cases, is unenforceable, and all Executory Contracts and Unexpired Leases to be assumed under the Plan shall remain in full force and effect, subject only to payment of the appropriate cure amount, if any. No sections or provisions of any Executory Contract or Unexpired Lease that purport to provide for additional payments, penalties, charges, rent acceleration or other financial accommodations in favor of the non-debtor third party thereto shall have any force and effect with respect to the Chapter 11 Cases or the transactions contemplated by the Plan, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code and/or applicable case law.

5.3 Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by a Debtor will be performed by such Debtor or Reorganized Debtor in the ordinary course of its business. Accordingly, such contracts and leases will survive and remain unaffected by entry of the Confirmation Order.

5.4 Rejection of Executory Contracts and Unexpired Leases

The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejection of each Executory Contract or Unexpired Lease listed on Exhibit X pursuant to section 365 of the Bankruptcy Code as of the Effective Date. Any Claim arising from the rejection of any Executory Contract or Unexpired Lease will be considered a General Unsecured Claim pursuant to section 365 of the Bankruptcy Code, and, subject to allowance, paid in accordance with Section 5.6.

5.5 Pre-existing Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors or Reorganized Debtors under such Executory Contracts or Unexpired Leases. Notwithstanding any applicable nonbankruptcy law to the contrary, the Debtors and Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnifications or continued maintenance obligations on goods or services previously purchased by the contracting Debtors or Reorganized Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

5.6 Bar Date for and Payment of Rejection Damages

5.6.1 Except as otherwise provided in a Final Order approving the rejection of an Executory Contract or Unexpired Lease, Claims arising out of the rejection of an Executory Contract or Unexpired Lease must be filed with the Bankruptcy Court on or before 28 days after the Effective Date. Any Claims not Filed within such time period will be forever barred from receiving a distribution from the Debtors, the Reorganized Debtors or the Estates.

5.6.2 The Debtors reserve the right to object to, settle, compromise or otherwise resolve any Claim filed on account of a rejected Executory Contract or Unexpired Lease. Undisputed Claims for rejection damages filed in connection with a rejected Executory Contract or Unexpired Lease shall be paid in Cash on the later of (i) 60 days following the Effective Date or (ii) ten Business Days following the date such Claim becomes an undisputed Claim.

5.7 Obligations to Insure and Indemnify Directors, Officers and Employees

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

5.7.2 The obligations of each Debtor or Reorganized Debtor to indemnify any Person who is serving or served as one of its directors, officers or employees as of the Petition Date by

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

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions for Claims as of the Effective Date

Except as otherwise provided in this Article VI, distributions to be made on the Effective Date to holders of Claims as provided by Article II shall be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than: (1) 30 days after the Effective Date; or (2) with respect to any particular Claim, such later date when the applicable conditions of Section 6.2.2 (regarding undeliverable distributions) or Section 6.5 (regarding the surrender of instruments evidencing a Claim or Interest) are satisfied.

6.2 Delivery of Distributions and Undeliverable or Unclaimed Distributions to Holders of Claims in Class 4

6.2.1 Distribution Procedures

a. On the Effective Date, the Debtors shall distribute to the Second Lien Administrative Agent, and the Second Lien Administrative Agent shall distribute to the Non-Investor Second Lien Lenders who are record holders of Class 4 Claims as of the Distribution Record Date, Cash consistent with the Second Lien Elections and pursuant to Article II of this Plan. The Debtors shall make all distributions on the Effective Date to holders of Class 4 Claims who have elected to receive Stock under the Plan. The Second Lien Administrative Agent shall cooperate with the Debtors as necessary to effectuate the distributions to the holders of Class 4 Claims who have elected to receive Stock under the Plan, including, without limitation, providing all necessary identifying information of such holders. On the Effective Date, the Debtors shall pay all reasonable out-of-pocket expenses of the Second Lien Administrative Agent, including reasonable professionals' fees, incurred through the Effective Date of the Plan.

b. No fractional shares of Stock shall be distributed under this Plan. To the extent any holder of a Claim would be entitled to receive a fractional share of Stock hereunder, the Debtors shall round upward the number of shares due to that holder to the nearest whole share.

c. The Debtors, and the Reorganized Debtors, as applicable, shall only be required to act and make distributions in accordance with the terms of the Plan. Such parties shall have no (A) liability to any party for actions taken in accordance with the Plan or in reliance upon information provided to it in accordance with the Plan or (B) obligation or liability

for distributions under the Plan to any party who does not hold a Claim against the Debtors as of the Distribution Record Date or who does not otherwise comply with the terms of the Plan.

6.2.2 Undeliverable Distributions

a. Holding of Undeliverable Distributions

The Reorganized Debtors shall make one attempt to make the distributions contemplated hereunder in accordance with the procedures set forth herein. Any distributions returned to the Reorganized Debtors, or distributions that are otherwise undeliverable, will remain in the possession of the applicable Reorganized Debtor until such time as (1) the Claim becomes available for distribution or (2) such Claim holder has waived the right to recovery under Section 6.2.2.b.

b. Failure to Claim Undeliverable Distributions

Any holder of an undeliverable distribution that does not assert a claim to such holder's distribution in writing so that it is received by the Debtors at the address set forth in Section 9.3.1 within 180 days after the Effective Date shall have its claim for such undeliverable distribution discharged and will be forever barred from asserting any such claim against the Reorganized Debtors or their respective property.

6.3 Compliance with Tax Requirements

6.3.1 In connection with the Plan, to the extent applicable, the Debtors and the Reorganized Debtors (or their disbursing agent) will comply with all Tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant to the Plan will be subject to such withholding and reporting requirements. Each of the Debtors and Reorganized Debtors (or their disbursing agent), as applicable, will be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

6.3.2 Notwithstanding any other provision of the Plan, each entity receiving a distribution pursuant to the Plan will have the sole and exclusive responsibility for the satisfying and paying of any Tax obligations imposed on it by any governmental unit on account of such distribution, including income, withholding and other Tax obligations.

6.4 Distribution Record Date

6.4.1 As of the Distribution Record Date, the transfer registers for Second Lien Claims will be closed. The Debtors will have no obligation to recognize the transfer or sale of any Second Lien Claim that occurs after the Distribution Record Date and will be entitled for all purposes herein to recognize and make distributions only to those holders who are holders of such Claims on the Distribution Record Date.

6.4.2 Except as otherwise provided in a Final Order, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of such Claims for all purposes, notwithstanding that any period provided

by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date.

6.5 Surrender of Canceled Instruments

As a condition precedent to receiving any distribution pursuant to the Plan on account of a Second Lien Claim, the holder of such Claim must tender to the Debtors, or Reorganized Debtors, as applicable, the applicable instruments evidencing such Claim or an affidavit of loss and indemnity satisfactory to the Debtors, or Reorganized Debtors, in their sole discretion, together with any letter of transmittal required by the Debtors, or Reorganized Debtors. Pending such surrender, any distributions pursuant to the Plan on account of such Second Lien Claim shall be treated as an undeliverable distribution pursuant to Section 6.2.2 of this Plan. Any holder of a Second Lien Claim that fails to surrender or is deemed not to have surrendered the applicable instruments within 90 days after the Effective Date will have its right to distributions pursuant to the Plan on account thereof discharged and will be forever barred from asserting any such Claim against the Reorganized Debtors or their respective property. In such case, any property held for distribution on account thereof will be treated pursuant to the provisions set forth in Section 6.2.2.b.

6.6 Setoffs

Except with respect to claims of a Debtor or Reorganized Debtor expressly released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Claim and the payments or distributions to be made on account of the Claim the claims, rights and causes of action of any nature that the applicable Debtor or Reorganized Debtor may hold against the holder of the Claim; *provided, however*, that the failure to effect a setoff will not constitute a waiver or release by the applicable Debtor or Reorganized Debtor of any claims, rights and causes of action that the Debtor or Reorganized Debtor may possess against the Claim holder.

6.7 Disputed Claims

Except as provided for in the Plan with respect to holders of rejection damage claims under Executory Contracts or Unexpired Leases, holders of Claims shall not be required to File a proof of Claim, and no parties should File a proof of Claim. The Debtors do not intend to object to the allowance of such Filed Claims, although they reserve the right to do so. The Debtors intend to make distributions to holders of Claims entitled to a distribution of property under the Plan as provided in the Plan, or as otherwise agreed by the Debtors and the applicable holders of such Claims. Holders of Claims Reinstated pursuant to the Plan as well as holders of Claims in Classes 1 and 6, and Priority Tax Claims, will be paid or otherwise resolved in the ordinary course of business, as provided herein. Although the Debtors intend to resolve any disputes regarding the amount of all Claims consensually or through judicial means outside the Bankruptcy Court, the Debtors nevertheless may, in their discretion, file with the Bankruptcy Court any motion or adversary proceeding to determine the amount of any Claim.

The Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims. The Debtors and the Reorganized Debtors may resolve, settle, compromise and pay any Claims in Classes 1 and 6, Priority Tax Claims, or Claims Reinstated hereunder in the ordinary course of business without approval of the Bankruptcy Court.

6.8 Allocation Between Principal and Accrued Interest

To the extent applicable, all distributions to a holder of a Second Lien Claim shall apply first to the principal amount of such Second Lien Claim until such principal amount is paid in full and then to any interest accrued on such Second Lien Claim as of the Petition Date and thereafter, to the extent the Debtors' Estates are sufficient to satisfy such principal and interest accrued as of the Petition Date, to any interest accrued on such Second Lien Claim from the Petition Date through the Effective Date, until paid in full.

ARTICLE VII.

ADMINISTRATIVE CONSOLIDATION; CLOSING OF SUBSIDIARY CASES

The classification and manner of satisfying all Claims and Interests under the Plan take into consideration the rights of holders of Claims and Interests, whether arising under contract, law or equity, that a holder of a Claim or Interest may have against each of the Debtors. Holders of Claims or Interests against more than one Debtor are classified in consolidated classes of Claims against and Interests in all Debtors in Article II above for administrative convenience with respect to voting and the making of distributions on account of Claims and Interests pursuant to Article VI. The Confirmation Order shall approve this administrative consolidation.

Such administrative consolidation shall not affect: (1) the legal and corporate structures of the Debtors; (2) pre- and post-Effective Date guarantees, liens and security interests that are required to be maintained (a) in connection with contracts or leases that were entered into during the Chapter 11 Cases or Executory Contracts and Unexpired Leases that have been or will be assumed or (b) pursuant to the Plan (including with respect to Reinstated Claims); (3) Interests between and among the Debtors; (4) distributions from any insurance policies or proceeds of such policies; or (5) the revesting of assets in the separate Reorganized Debtors. In addition, such administrative consolidation shall not constitute a waiver of the mutuality requirement for setoff under section 553 of the Bankruptcy Code.

This Plan serves as a motion seeking entry of an order consolidating the Estates for administrative purposes only, as set forth above and the closing of the Chapter 11 Cases for the Subsidiary Debtors. Unless an objection to such consolidation or case closing is made in writing by any creditor affected by the Plan, filed with the Bankruptcy Court and served on the Notice Parties on or before the Plan objection deadline as established by the Bankruptcy Court, the consolidation and case closing order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely filed, a hearing with respect thereto shall occur at or before the hearing on confirmation of the Plan.

**ARTICLE VIII.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction to:

1. Allow, disallow, estimate, determine, liquidate, reduce, classify, re-classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the amount, allowance, priority or classification of Claims or Interests;
2. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;
3. Resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which any Debtor or Reorganized Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom;
4. Ensure that distributions to holders of Claims are accomplished pursuant to the provisions of the Plan;
5. Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications Filed in the Bankruptcy Court involving any Debtor or any Reorganized Debtor that may be pending on the Effective Date or brought thereafter;
6. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;
7. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document (other than, following the Effective Date, in connection with the Amended and Restated Credit Agreement and the Loan Documents (as defined in the Amended and Restated Credit Agreement)) that is entered into or delivered pursuant to the Plan or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;
8. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the

Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

9. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with respect to the consummation, implementation or enforcement of the Plan or the Confirmation Order;

10. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

11. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document (other than, following the Effective Date, in connection with the Amended and Restated Credit Agreement and the Loan Documents (as defined in the Amended and Restated Credit Agreement)) entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

12. Enforce clarify or modify any orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

13. Determine matters concerning state, local and federal Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, including any disputed Claims for Taxes;

14. Recover all assets of the Debtors and their Estates, wherever located;

15. Hear any other matter over which with the Bankruptcy Court has jurisdiction; and

16. Enter a final decree closing the Chapter 11 Cases.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Modification of the Plan

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code, the Debtors reserve the right (with the prior written consent of the First Lien Administrative Agent) to alter, amend or modify the Plan before its substantial consummation.

9.2 Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

9.3 Service of Documents

Any pleading, notice or other document required by the Plan or the Confirmation Order to be served on or delivered to counsel to the Debtors, the Reorganized Debtors, the First Lien Lenders or the Second Lien Lenders must be sent by overnight delivery service, facsimile transmission, courier service or messenger to:

9.3.1 The Debtors and the Reorganized Debtors

Penton Business Media, Inc.
249 West 17th Street
Fourth Floor
New York, New York 10011
Attn.: Jean Clifton
Attn: Elise Zealand
Facsimile: 913-514-6431
Email: Jean.Clifton@penton.com
Elise.Zealand@penton.com

Jones Day
77 West Wacker Dr.
Chicago, Illinois 60601
Attn.: Brad B. Erens
Facsimile: (312) 782-8585
bberens@jonesday.com

Jones Day
222 E. 41st Street
New York, New York 10017
Attn.: Lisa G. Laukitis
Facsimile: 212-755-7306
Email: llaukitis@jonesday.com

9.3.2 The First Lien Lenders

General Electric Capital Corporation
2325 Lakeview Parkway
Suite 700
Alpharetta, Georgia 30009
Attn.: Penton Business Media Account Manager
Facsimile: 678-624-7903
Email: ellen.weaver@ge.com

General Electric Capital Corporation
201 Merritt 7

Norwalk, Connecticut 06851
Attn.: Counsel – Media and Communications
Facsimile: 203-956-4216
Email: Mark.O’Leary@ge.com

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn.: Gary Holtzer, Esq.
Facsimile: 212-310-8007
Email: gary.holtzer@weil.com

9.3.3 The Second Lien Lenders

Wells Fargo Bank, National Association
45 Broadway, 14th Floor
New York, NY 10006
Attn: Michael D. Pinzon
Facsimile: 212-515-1576
Email: michael.d.pinzon@wellsfargo.com

Pillsbury Winthrop Shaw Pittman LLP
725 So. Figueroa Street, Suite 2800
Los Angeles, CA 90017
Attn: William Freeman, Esq.
Facsimile: 213-629-1033
Email: bill.freeman@pillsburylaw.com

Dated: February 4, 2010

Respectfully submitted,

PENTON BUSINESS MEDIA HOLDINGS,
INC, on its own behalf and on behalf of each
affiliate Debtor

By: /s/ Sharon Rowlands
Name: Sharon Rowlands
Title: Chief Executive Officer

EXHIBIT B

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

-----X
: :
In re : Chapter 11
: :
Penton Business Media Holdings, Inc., *et al.*,¹ : Case No. 10-10689 (AJG)
: :
Debtors : (Jointly Administered)
: :
-----X

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT
PREPACKAGED PLAN OF REORGANIZATION OF PENTON BUSINESS MEDIA
HOLDINGS, INC. AND ITS DEBTOR SUBSIDIARIES; AND (II) PLAN EFFECTIVE
DATE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. On _____, 2010, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the First Amended Joint Prepackaged Plan of Reorganization of Penton Business Media Holdings, Inc. and Its Debtor Subsidiaries, dated February 4, 2010 (the "Plan"), in the chapter 11 cases of the above-captioned debtors (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order. Copies of the Plan and the Confirmation Order may be obtained free of charge at www.kccllc.net/Penton.

2. Effective Date. Pursuant to the Confirmation Order, the Plan became effective in accordance with its terms on _____, 2010 (the "Effective Date").

3. Discharge of Claims. Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan are in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. From and after the Effective Date, the Debtors have been discharged from any and all Claims that arose prior to the Effective Date, subject to the obligations of the Debtors under the Plan.

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Penton Business Media Holdings, Inc. (9837); Penton Media, Inc. (5386); Penton Business Media, Inc. (1277); Duke Communications International, Inc. (7904); Duke Investments, Inc. (2160); DVG M & Associates (5363); Internet World Media, Inc. (5519); Penton Business Media Internet, Inc. (8290); and Penton Business Media Publications, Inc. (8292).

4. General Releases by the Debtors. As of the Effective Date the Debtors and the Reorganized Debtors, on behalf of themselves and their affiliates, the Estates and their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them have forever released, waived and discharged all Liabilities that they have, or had against any Released Party except with respect to any obligations arising under the Plan. Furthermore, notwithstanding the foregoing, such release, waiver and discharge shall not operate as a release, waiver or discharge of (i) any Released Party in respect of any express contractual obligation of any such Released Party in effect following substantial consummation of the Plan or (ii) solely in the case of Released Parties that are directors, officers and employees of the Debtors, intentional fraud or theft; it being understood that prospective or forward-looking guidance or projections prepared or released by such parties shall be deemed not to constitute intentional fraud or theft.

"Released Parties" means, collectively and individually, the Debtors' Representatives, the Creditors' Committee (if any) and its members (solely in their capacity as such), the First Lien Parties, the Second Lien Parties, LLC, the LLC Shareholders, counterparties to an executed Interest Rate Hedge Waiver and the Representatives of each of the foregoing (in each instance, solely in their capacities as such).

"Representatives" means, with respect to any entity, any officer, director, affiliate, subsidiary, attorney, advisor, investment banker, financial advisor, accountant or other professional of such entity, in each case in such capacity; provided, however, that with respect to the Debtors only, the foregoing applies to only those "Representatives" serving on or after the Petition Date.

5. General Releases by Holders of Claims or Interests. As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the cash, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Interest (solely in its capacity as such) that voted in favor of the Plan, to the fullest extent permissible under law, is deemed to have forever released, waived and discharged all Liabilities in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the exhibits to the Plan, the Disclosure Statement, the First Lien Loan Documents, the Second Lien Loan Documents, or the Secured Swap Agreement that such entity has, had or may have against any Released Party or any employees, agents or partners of the Debtors (which release will be in addition to the discharge of Claims provided in the Plan and under the Confirmation Order and the Bankruptcy Code), except with respect to any obligations arising under the Plan, the Amended and Restated Credit Agreement, the "Loan Documents" (as defined in the Amended and Restated Credit Agreement), a Secured Swap Agreement subject to an Interest Rate Hedge Waiver (and only to the extent provided in such Interest Rate Hedge Waiver), or as a result of any act, event, injury, omission, transaction, or agreement arising after the Effective Date (other than Liabilities relating to such act, event, injury, omission, transaction or agreement first arising or occurring prior to the Effective Date); provided, however, that the foregoing provisions will have no effect on the liability of any entity that would otherwise result from any unknown act as of the Effective Date, to the extent that such act is determined in a Final Order to have constituted willful misconduct.

6. Injunctions.

a. **Injunctions Related to Releases.** The Confirmation Order permanently enjoins the commencement or prosecution by any entity or Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, rights of contribution or rights of indemnification released pursuant to the Plan, including pursuant to the releases in Section 3.5.3 of the Plan.

b. **Other Injunctions.** As of the Effective Date, except with respect to the obligations of the Reorganized Debtors under the Plan or the Confirmation Order, all entities and Persons that have held, currently hold or may hold any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or Liabilities that are discharged or released are permanently enjoined from taking any of the following enforcement actions against the Debtors, the Reorganized Debtors or any of their respective property on account of any such discharged or released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or Liabilities: (a) commencing or continuing in any manner any action or other proceeding; (b) enforcing, levying, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any lien or encumbrance; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any Debtor or Reorganized Debtor; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

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

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Dated: _____, 2010
New York, New York

Respectfully submitted,

/s/ Lisa G. Laukitis

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ATTORNEYS FOR DEBTORS