

fund payments required under the Plan and (iv) for ordinary course operations and general corporate purposes.

2. Subscription Rights. In accordance with the Rights Offering Procedures, each Eligible Holder shall receive the Pro Rata share of Subscription Rights necessary to allow such Eligible Holder to purchase up to its respective share of Rights Offering Equity Interests, should such Eligible Holder choose to exercise such Subscription Rights, pursuant to the terms set forth in the Plan and in the Rights Offering Procedures. Each Subscription Right shall represent the right to acquire one Rights Offering Equity Interest for the Rights Exercise Price. The total number of Rights Offering Equity Interests to be issued in connection with the Rights Offering (not including the Commitment Premium Equity Interests) will be 18,317,500.

3. Backstop Commitment. Subject to the terms, conditions and limitations as more fully set forth in the Backstop Commitment Agreement, and as further described below:

(1) In the event that Eligible Holders have not validly subscribed to purchase Rights Offering Equity Interests representing the entire Rights Offering Amount, each Backstop Party has agreed to purchase its Backstop Commitment Percentage of Unsubscribed Common Equity Interests (as such terms are defined in the Backstop Commitment Agreement);

(2) In the event that one (or more) of the Backstop Parties fails to purchase such Unsubscribed Common Equity Interests (each such Backstop Party, a "Defaulting Backstop Party"), then the other Backstop Parties (the "Non-Defaulting Backstop Parties") shall be required to purchase their respective Adjusted Commitment Percentage (as such term is defined in the Backstop Agreement) of such Unsubscribed Equity Interests (the "Backstop Obligation"); provided that no Backstop Party shall be required to (i) make an investment under the Backstop Commitment Agreement in excess of its Total Investor Commitment Amount (as set forth in Appendix 1 of the Backstop Commitment Agreement); or (ii) purchase such Unsubscribed Common Equity Interests unless, as a result of such purchases by the Non-Defaulting Backstop Parties, the total proceeds to be paid to Reorganized Holdings, Reorganized Intermediate, or Newco, as applicable, as of the closing from the Rights Offering and the purchase of Unsubscribed Common Equity Interests under the Backstop Commitment Agreement shall equal at least the aggregate amount of all the Total Investor Commitment Amounts (the "Minimum Proceeds Condition");

(3) In the event that one (or more) of the Non-Defaulting Backstop Investors defaults on its Backstop Obligations and the Minimum Proceeds Condition is not met, then the remaining Non-Defaulting Backstop Investors may elect, but are not obligated, to purchase any or all remaining Unsubscribed Common Equity Interests. If such Non-Defaulting Backstop Investors do not so elect, Holdings shall be entitled to arrange for one or more third party investors, acceptable to the Backstop Parties, to purchase any remaining Unsubscribed Common Equity Interests, as more fully described in the Backstop Commitment Agreement.

(4) Notwithstanding anything to the contrary in the Plan or the Confirmation Order, (i) the Debtors' obligations under the Backstop Commitment Agreement shall remain unaffected and shall survive following the Effective Date in accordance with the terms thereof, (ii) any such obligations shall not be discharged under the Plan and (iii) none of the Reorganized Debtors shall terminate any such obligations.

4. Commitment Premium. In consideration for the obligations described in Article IV.H.3. of the Plan, on the Effective Date, Reorganized Holdings, Intermediate Holdings or Newco, as applicable, shall issue to the Backstop Parties, other than any Defaulting Backstop Party, the Commitment Premium Equity Interests (without payment of any additional consideration therefor) pursuant to the terms, and subject to the conditions set forth in, the Backstop Commitment Agreement.

5. Exemption from Registration. The offering of the New Common Equity Interests and Subscription Rights under Article III of the Plan shall be exempt from the registration requirements of the Securities Act pursuant to section 4(a)(2) of the Securities Act. The issuance and distribution of the Rights Offering Equity Interests (other than the Unsubscribed Equity Shares purchased by the Backstop Parties pursuant to the Backstop Commitment) and Non-Rights Offering Equity Interests under Article III of the Plan, and the New Common Equity Interests issuable upon exercise of the New Warrants shall be exempt from the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration of an offer or sale of securities under section 1145(a) of the Bankruptcy Code, except with respect to any Person that is deemed an "underwriter" under section 1145(b) of the Bankruptcy Code, in which case the New Common Equity Interests and the New Warrants shall be issued pursuant to another available exemption from registration under the Securities Act. The issuance and distribution of the Commitment Premium Equity Interests and the Unsubscribed Equity Shares purchased by the Backstop Parties pursuant to the Backstop Commitment shall be exempt from the registration requirements of the Securities Act pursuant to section 4(a)(2) of the Securities Act. The FID Compensation and the MIP Equity Compensation will be issued pursuant to an available exemption from registration under the Securities Act.

The New Common Equity Interests distributed or issued under the Plan to Persons who may be deemed underwriters under section 1145(b) of the Bankruptcy Code or which are otherwise restricted securities will, be issued in book-entry form and included in a ledger identified as "restricted" and indicating in such ledger that transfer may be restricted under federal and state securities laws.

I. Additional or Further Restructuring Transactions.

In addition to, or instead of the foregoing transactions, the Debtors or the Reorganized Debtors, subject to compliance with the Exit Credit Facility Documents and with (i) the prior written consent of the Majority Noteholders in their sole discretion and (ii) the prior written consent of the DIP Agent and, subject to the CIH Consent Limitation, the Consenting Interest Holders, which consent shall not be unreasonably withheld, conditioned or delayed, may cause any of the Debtors or the Reorganized Debtors to engage in additional corporate restructuring transactions necessary or appropriate for the purposes of implementing the Plan or reducing pre- or post-Effective Date liabilities for the Debtors, Reorganized Debtors or their

successors, including, without limitation, converting corporate entities into limited liability companies, forming new entities within the corporate organizational structure of the Debtors or Reorganized Debtors, cancelling the existing equity at another of the Debtor entities and issuing new equity therefrom, consolidating, reorganizing, restructuring, merging, dissolving, liquidating or transferring assets between or among the Debtors and the Reorganized Debtors. The actions to effect these transactions may include (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, reorganization, transfer, disposition, conversion, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable state law and such other terms to which the applicable Persons may agree; (b) on terms consistent with the terms of the Plan and having such other terms to which the applicable Persons may agree, the execution and delivery of appropriate instruments of transfer, conversion, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation; (c) pursuant to applicable state law, the filing of appropriate certificates or articles of merger, consolidation, conversion, dissolution, or change in corporate form; and (d) the taking of all other actions consistent with the terms of the Plan that the applicable Persons determine to be necessary or appropriate, including (i) making filings or recordings that may be required by applicable state law in connection with such transactions and (ii) any appropriate positions on one or more tax returns.

J. Continued Corporate Existence and Vesting of Assets.

Except as otherwise provided herein: (i) 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 such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable law; and (ii) on the Effective Date, all property of the Debtors' Estates, and any property acquired by the Debtors or the Reorganized Debtors under the Plan, will vest in such Reorganized Debtors free and clear of all Claims, Liens, charges, other encumbrances, Equity Interests, and other interests, except for the ABL Liens, First Lien Credit Facility Claims, as assumed by the Reorganized Debtors in accordance with the amended and restated First Lien Credit Agreement pursuant to the terms of the Exit Credit Facility Documents, and other Liens and Claims effectuated or granted by the Reorganized Debtors pursuant to the Plan (including in connection with the Exit Credit Facility).

On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and compromise or settle any claims without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to those restrictions expressly imposed by the Plan, the Confirmation Order, the Exit Credit Facility Documents, and the other documents and instruments executed and delivered in connection therewith, including the documents, exhibits, instruments, and other materials constituting the Plan Supplement. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur from and after the Effective Date for Fee Claims, 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.

K. Intercompany Equity Interests.

Subject to Article X.C. of the Plan, the Intercompany Equity Interests shall be retained and the legal, equitable, and contractual rights to which the holder of such Allowed Intercompany Equity Interests is entitled shall remain unaltered.

**ARTICLE V.
PROVISIONS REGARDING CORPORATE GOVERNANCE
OF THE REORGANIZED DEBTORS**

A. Organizational Documents.

The New Corporate Governance Documents will be filed on or immediately before the Effective Date with the applicable authority in the applicable jurisdictions of incorporation in accordance with the corporate laws of the applicable jurisdictions of incorporation or as soon thereafter as is practicable, and will be deemed to have been adopted and will become effective on the Effective Date.

B. Appointment of Officers and Directors.

As of the Effective Date, the term of the current members of the board of directors of the Debtors shall expire without further action by any Person. The New Boards of each of the Reorganized Debtors will be set at a number of directors determined by the Consenting Noteholders. The initial directors of the New Boards shall consist of Mr. Charles Paquin, as the Chief Executive Officer of each of the Reorganized Debtors, and such other individuals selected by the Consenting Noteholders, in their sole discretion. The identities of the initial directors of the New Boards shall be disclosed in the Plan Supplement.

The existing officers of each of the Debtors and the Reorganized Debtors Subsidiaries as of the Petition Date shall remain in their current capacities as officers.

C. Powers of Officers.

Subject to approval of the New Boards (except as provided in Article IV.D.3 of the Plan in respect of the Exit Credit Facility Documents), the officers of each of the Debtors and the Reorganized Debtors, as the case may be, shall have the power to enter into or execute any documents or agreements that they deem reasonable and appropriate to effectuate the terms of the Plan.

D. Existing Benefits Agreements, and Retiree Benefits.

Except as such benefits may be otherwise terminated by the Debtors in a manner permissible under applicable law, all Existing Benefits Agreements shall be deemed assumed as of the Effective Date. Notwithstanding anything to the contrary contained herein, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

E. New Management Incentive Plan.

On the Effective Date, the New Boards shall be authorized to implement the New Management Incentive Plan, which shall supersede the Existing Management Incentive Plans in their entirety and shall provide for the distribution, and the reservation for future issuance, as applicable, of the MIP Equity Compensation to the Reorganized Debtors' senior management and certain other employees.

On the Effective Date, the Existing Management Incentive Plans will be deemed to have been terminated, cancelled, and of no further force and effect, and the participants thereunder shall have no further rights thereunder. To the extent that any Existing Management Incentive Plan is an executory contract, each such Existing Management Incentive Plan shall be deemed rejected as of the Effective Date.

F. Indemnification of Directors, Officers, and Employees.

Notwithstanding any other provisions of the Plan, from and after the Effective Date, indemnification obligations owed by the Debtors or the Reorganized Debtors to directors, officers, employees, or agents of the Debtors who served or were employed by the Debtors on or after the Petition Date (the "Indemnified Individuals"), to the extent provided in the articles or certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of the Debtors (collectively, the "Indemnification Agreements"), will be deemed to be, and treated as though they are, executory contracts that are assumed pursuant to the Plan and section 365 of the Bankruptcy Code. All such indemnification obligations shall survive confirmation of the Plan, remain unaffected thereby, and not be discharged, irrespective of whether indemnification, defense, reimbursement or limitation is owed in connection with an event occurring before, on, or after the Petition Date; *provided however*, that to the extent that any indemnifiable claims arise under the Indemnification Agreements, the Indemnified Individuals shall first claim against any D&O or E&O insurance that is available to satisfy such claims, and shall seek recovery under the Indemnification Agreements only to the extent such insurance is insufficient or unavailable to cover such claims in full.

To the extent that such "tail" coverage has not already been acquired and paid for by the Debtors, the Debtors shall purchase "tail" coverage for its D&O and E&O insurance for current and former directors and officers on terms reasonably acceptable to the Debtors subject to the consent of the Trustee (which consent shall not be unreasonably withheld, conditioned or delayed).

**ARTICLE VI.
CONFIRMATION OF THE PLAN**

A. Conditions to Confirmation.

The following are conditions to the entry of the Confirmation Order, unless such conditions, or any of them, have been satisfied or duly waived in accordance with Article VI.B:

1. The Court shall have approved the Disclosure Statement, which shall be in form and substance reasonably acceptable to the Debtors, the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders;

2. The Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders;

3. The Plan (which, for purposes of this Article VI.A.3 shall exclude the Plan Supplement), shall be in form and substance mutually acceptable to the Debtors, the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders;

4. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors, the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders; and

5. The Restructuring Support Agreement shall not have been terminated in accordance with the terms thereof.

B. Waiver of Conditions Precedent to Confirmation.

The Debtors, with the written consent of the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders (which consent shall not be unreasonably withheld, conditioned or delayed), may waive the conditions set forth in Article VI.A above at any time without leave or order of the Court and without any formal action.

C. Discharge of the Debtors.

Pursuant to section 1141(d) of the Bankruptcy Code, and except (i) with respect to the First Lien Credit Facility Claims, as assumed by the Reorganized Debtors in accordance with the amended and restated First Lien Credit Agreement pursuant to the terms of the Exit Credit Facility Documents, and ABL Liens, all of which (a) shall survive, (b) shall not be discharged or released and (c) shall remain enforceable against the Debtors and the Reorganized Debtors solely in accordance with the terms of the Exit Credit Facility Documents and the Plan, and (ii) as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to or contemplated by the Plan (including, without limitation, pursuant to the Exit Credit Facility Documents): (a) the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release of all Claims, Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Equity Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Equity Interests in, the Debtors, the Reorganized Debtors or any of their assets, properties or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, Equity Interests and Causes of Action, including, without limitation, demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or noncontingent liability on account of

representations or warranties issued on or before the Effective Date, and any and all rights, claims and interests arising under the Indenture before the Effective Date; (b) the Plan shall bind all holders of Claims and Equity Interests, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Equity Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto, shall be extinguished completely, including debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim or Equity Interest based upon such debt, right, or Equity Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Equity Interest based upon such debt, right or Equity Interest is Allowed; (iii) a Cause of Action relating to such Claim or Equity Interest is pending; or (iv) the holder of such a Claim or Equity Interest has accepted the Plan or is entitled to receive a distribution under the Plan; and (d) all Entities shall be precluded from ever asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims and Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. Any default by the Debtors with respect to any Claim or Equity Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Equity Interests, excluding the First Lien Credit Facility Claims, as assumed by the Reorganized Debtors in accordance with the amended and restated First Lien Credit Agreement pursuant to the terms of the Exit Credit Facility Documents, and ABL Liens, subject to the Effective Date occurring.

D. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, and except as expressly provided herein (including Article VII and J), the Reorganized Debtors shall retain all Causes of Action and nothing contained in the Plan, the Plan Supplement, or the Confirmation Order shall be deemed a waiver or relinquishment of any such claim, Cause of Action, right of setoff, or other legal or equitable defense of the Debtors that is not specifically waived or relinquished by the Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert, all such claims, Causes of Action, rights of setoff, and other legal or equitable defenses that the Debtors had immediately before the Petition Date as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any claim that is not specifically waived or relinquished by the Plan may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced. Except as otherwise provided in the Plan with respect to Claims that are deemed to be or are treated as Allowed or to be fully paid on or about the Effective Date and except for Claims and Causes of Action released pursuant to Article VII, no Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against such Person. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, in accordance with and except as otherwise expressly provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Reorganized Debtors expressly reserve

all rights to prosecute any and all Causes of Action against any Person, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation Date or Effective Date.

Except as otherwise provided in the Plan or the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Person shall vest in the Reorganized Debtors. The applicable Debtor or Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. From and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Cause of Action and to decline to do any of the foregoing without further notice to or action, order, or approval of the Court. The Reorganized Debtors are deemed representatives of the Estates for the purpose of prosecuting any Claim or Cause of Action and any objections to Claims pursuant to 11 U.S.C. § 1123(b)(3)(B).

E. Votes Solicited in Good Faith.

The Debtors have, and upon entry of the Confirmation Order shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors, the Backstop Parties, the DIP Agent, the DIP Lenders, the First Lien Lenders, the First Lien Agent, the Consenting Noteholders, the Indenture Trustee, and the Consenting Interest Holders (and each of their respective affiliates, agents, directors, officers, employees, advisors, attorneys and all other Professionals), participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, solicitation, and/or purchase of the securities offered and sold under the Plan and therefore have not been, and on account of such offer and issuance will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer or issuance of the securities offered and distributed under the Plan.

F. First Lien Agent and Consenting Parties' Fees and Expenses.

On the Effective Date, the Reorganized Debtors shall pay, in full and in Cash, the balance of any invoiced and unpaid reasonable fees, expenses, costs, and other charges of the First Lien Agent and the First Lien Lenders (including the fees and expenses of Parker Hudson Rainer & Dobbs LLP (and fees and expenses of any First Lien Lender authorized to be paid pursuant to either of the DIP Orders), Norton Rose Fulbright LLP, and Ashby & Geddes LLP, as well as Conway MacKenzie, Inc., as a professional engaged by Parker Hudson Rainer & Dobbs LLP), the Trustee and the Ad Hoc Noteholder Group (including the fees and expenses of Dechert LLP, Richards, Layton & Finger, P.A., Bennett Jones LLP and Moelis &

Company) in each case as and to the extent such fees, expenses and costs are authorized to be paid pursuant to the DIP Orders or the Restructuring Support Agreement.

On the Effective Date, the Reorganized Debtors shall pay, in full and in Cash, the balance of any invoiced unpaid reasonable fees, expenses, costs, and other charges of the Consenting Interest Holders' professional advisors (including the fees and expenses of Morris, Nichols, Arsht & Tunnel and Gordian Group, LLC), in each case as and to the extent such fees, expenses and costs are authorized to be paid pursuant to either of the DIP Orders or the Restructuring Support Agreement, provided, however, that the Reorganized Debtors' obligation to pay the fees and expenses of the Consenting Interest Holders' professional advisors shall not exceed \$600,000 in the aggregate for fees and expenses incurred on or after November 3, 2016, and the Reorganized Debtors shall not be responsible for payment of any success or transaction fees to Gordian Group, LLC. For the avoidance of doubt, upon request of Calera in order to facilitate Calera's payment to Gordian Group, LLC, of any success or transaction fees that have been or may be incurred by Calera, the Reorganized Debtors shall reasonably cooperate with the issuance or transfer to Gordian Group, LLC of certain of the New Common Equity Interests and New Warrants to which Calera would otherwise be entitled under the Plan as an Existing Equity Interest Holder.

G. Cancellation of Certain Indebtedness, Agreements, and Existing Securities.

On the Effective Date, except as otherwise specifically provided for in the Plan, the obligations of the Debtors under the Restructuring Support Agreement, the Existing Management Incentive Plans, the Senior Secured Note Documents, the DIP Documents, the Management Agreement and any other certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest (except (i) the First Lien Loan Documents as amended, restated and assumed pursuant to the Exit Credit Facility Documents, (ii) the Exit Credit Facility Documents, (iii) the Equity Interests in Intermediate, Modular Space Corporation, Resun ModSpace, Inc., ModSpace Government Financial Services, Inc., ModSpace Financial Services Canada, Ltd., and Resun Chippewa, LLC and (iv) such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan), shall be terminated and cancelled as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, by-laws, or certificate or articles of incorporation or similar documents governing the units, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except (i) the First Lien Loan Documents as amended, restated and assumed pursuant to the Exit Credit Facility Documents, (ii) the Exit Credit Facility Documents, and (iii) such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically reinstated pursuant to the Plan or assumed by the Debtors) shall be released and discharged; provided, however, that, notwithstanding the occurrence of the Confirmation Date or the Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of allowing holders of such Claims to receive distributions under the Plan as provided herein, allowing the First Lien Agent and the Trustee to make distributions

under the Plan as provided herein, and deduct therefrom such reasonable compensation, fees, and expenses due thereunder or incurred in making such distributions, to the extent not paid by the Debtors and authorized under such agreement, and allowing the First Lien Agent and the Trustee to seek compensation and/or reimbursement of fees and expenses in accordance with the terms of the Plan. For the avoidance of doubt, nothing in this section shall result in any obligation, liability, or expense of the Debtors or the Reorganized Debtors pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any additional obligation, expense, or liability of the Debtors or the Reorganized Debtors. On and after the Effective Date, all duties and responsibilities of the First Lien Agent and the Trustee shall be discharged except to the extent required to effectuate the Plan. Notwithstanding anything in this paragraph to the contrary, the DIP Credit Agreement shall continue in effect solely as to provisions relating to obligations among lenders and between agent and lenders for the purpose of allowing the DIP Agent to receive distributions from the Debtors under the Plan and to make further distributions to the holders of DIP Facility Claims on account of such Claims.

H. Claims Incurred After the Effective Date.

Claims incurred by the Reorganized Debtors after the Effective Date may be paid by the Reorganized Debtors in the ordinary course of business and without application for or granting of Court approval, subject to any agreements with the holders of such Claims and applicable law.

I. Releases, Exculpations, and Injunctions of Released Parties.

1. Injunction against Interference with the Plan.

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that the foregoing shall not be construed to prohibit the Exit Agent or any Exit Lender from exercising any right, remedy, power or privilege under any of the Exit Credit Facility Documents after the Effective Date, provided further, however, that the foregoing shall not be construed to prohibit the DIP Agent or any DIP Lender from exercising any right, remedy, power or privilege under any of the DIP Loan Documents prior to the Effective Date.

2. Releases by the Debtors.

On the Effective Date, and notwithstanding any other provisions of the Plan, the Debtors and the Reorganized Debtors, on behalf of themselves and each of their Estates, shall be deemed to have unconditionally released each of the Non-Lender Released Parties and each of the Lender Released Parties from, and covenanted not to sue or otherwise seek recovery from any Non-Lender Released Party or Lender Released Party on account of, any and all claims, demands, obligations, suits, judgments, damages, rights, Causes of Action (including, without limitation, all claims or causes of action arising under or incorporated in chapter 5 of the Bankruptcy Code), and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, equity or otherwise,

sounding in contract, tort, or otherwise, or assertable by or on behalf of or derivative from any Debtor or its Estate, based in whole or in part upon actions taken by any Non-Lender Released Party or Lender Released Party solely in its capacity described herein or any omission, transaction, agreement, event, or other occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase or sale (or rescission of the purchase or sale) of any security of any Debtor, any Reorganized Debtor, the First Lien Credit Facility, the DIP Facility, the Management Agreement, the Disclosure Statement, the Restructuring Term Sheet, the Restructuring Support Agreement, the Plan Supplement or any of the documents included therein, the Plan, or any related agreements, instruments, or other documents; provided, however, that (a) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, or fraud as determined by a Final Order; provided further, however, that an individual shall not be deemed to have committed willful misconduct if such individual reasonably relied on the advice of professional advisors in connection with a specific act or failure to act, (b) other than with respect to the First Lien Credit Facility and Exit Credit Facility, the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set-off or recoupment against any Claims of any such Persons asserted against the Debtors, and (c) the foregoing release shall not apply to obligations arising under or in connection with the Exit Credit Facility.

In the case of the First Lien Agent, First Lien Lenders, DIP Agent, DIP Lenders, Trustee, and Noteholders, the foregoing release and covenant shall be in addition to the stipulations, releases and exculpations set forth in the DIP Orders.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the release set forth in Article VI.I of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that such release is: (a) in exchange for the good and valuable consideration provided by the Lender Released Parties and Non-Lender Released Parties; (b) a good faith settlement and compromise of the Claims released by Article VI.I of the Plan; (c) in the best interests of the Debtors and all holders of Claims and Equity Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors asserting any Claim or Cause of Action released by Article VI.I of the Plan.

3. *Releases by the Non-Lender Releasing Parties and the Lender Releasing Parties*

On the Effective Date, subject to Article X.C. of the Plan but notwithstanding any other provisions of the Plan, (i) each Lender Releasing Party and each Non-Lender Releasing Party will be deemed to have (A) forever released each of the Lender Released Parties and each of the Non-Lender Released Parties and (B) covenanted with each of the Lender Released Parties and each of the Non-Lender Released Parties not to sue or otherwise seek recovery from any such Lender Released Party and/or Non-Lender Released Party, in each case on account of any Claim, including any Claim or Cause of Action arising under or incorporated in chapter 5 of the Bankruptcy Code or based upon tort, breach of contract, breach of the Indenture, breach of the First Lien Credit Agreement (or the First Lien Credit

Facility thereunder), breach of any of the DIP Loan Documents, violations of federal or state securities laws or otherwise, or any other legal or equitable theory, arising in whole or in part from any act, occurrence, or failure to act from the beginning of time through the Effective Date in any way related to the Debtors, or their respective businesses and affairs and (ii) each Lender Releasing Party and Non-Lender Releasing Party will be deemed to have (A) forever released each of the Lender Released Parties and each of the Non-Lender Released Parties and (B) covenanted with each of the Lender Released Parties and each of the Non-Lender Released Parties, in each case not to assert against any such Lender Released Party or Non-Lender Released Party any Claim, obligation, right, Cause of Action, or liability that any holder of a Claim may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the Reorganized Debtors, the transactions or events giving rise to, any Equity Interest, the Management Agreement, the Debtors' restructuring, the Chapter 11 Cases, the Restructuring Term Sheet, the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement or any of the documents included therein, the First Lien Credit Agreement (and the First Lien Credit Facility thereunder), the DIP Loan Documents (and the DIP Facility thereunder), the Indenture, or any agreements, instruments, or other documents relating to any of the foregoing, or the preparation and negotiation of the Exit Credit Facility or the Exit Credit Facility Term Sheet; provided, however, the foregoing release and covenant not to sue shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan and also shall not apply to or release any Person from (i) any Claim or obligation arising under the Plan or any Claim that is Reinstated under the Plan, (ii) any claim or obligation arising under any of the Exit Credit Facility Documents, the New Corporate Governance Documents, the New MIP Documents, the New Warrant Agreement, the New Shareholder Agreement, or the New Warrants, (iii) the First Lien Loan Documents and the First Lien Credit Facility Claims and the ABL Liens, in each case as amended, restated and assumed pursuant to the Exit Credit Facility Documents (including, without limitation, the provisions of the First Lien Loan Documents that survive payment in full of the First Lien Facility Claims, including, without limitation, indemnity claims) (iv) any Claim or Cause of Action that the First Lien Agent, any First Lien Lender, DIP Agent, any DIP Lender, Exit Agent or any Exit Lender may have against any Person for an obligation that constitutes Collateral (including, without limitation, any account obligor) or who has physically damaged, converted or insured any Collateral, (v) any Claim against any Debtor arising out of the provision of any Bank Product (as such term is defined in the DIP Credit Agreement or the First Lien Credit Agreement), (vi) contractual obligations of (a) any First Lien Lender to the First Lien Agent or the First Lien Agent to any First Lien Lender or (b) any DIP Lender to the DIP Agent or the DIP Agent to any DIP Lender, (vii) any Cause of Action under an Executory Contract or Unexpired Lease being assumed or assumed and assigned pursuant to the Plan unless otherwise specified in the Plan or a Court Order or (viii) any act or omission that constitutes gross negligence, willful misconduct, or fraud as determined by a Final Order, provided further, however, that an individual shall not be deemed to have committed willful misconduct if such individual reasonably relied on the advice of professional advisors in connection with a specific act or failure to act.

In the case of the First Lien Agent, First Lien Lenders, DIP Agent, DIP Lenders, Trustee, and Noteholders, the foregoing release and covenant shall be in addition to the stipulations, releases, and exculpations set forth in the DIP Orders.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the release set forth in Article VI.I of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that such release is: (a) in exchange for the good and valuable consideration provided by the Debtors, the Reorganized Debtors, the Estates, and the Lender Released Parties and the Non-Lender Released Parties; (b) a good faith settlement and compromise of the Claims released by Article VI.I of the Plan; (c) in the best interests of the Debtors and all holders of Claims and Equity Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any Entity granting a release under Article VI.I of the Plan from asserting any Claim or Cause of Action released by Article VI.I of the Plan.

4. Release of Liens.

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, and excluding the ABL Liens and, prior to payment in full of the DIP Facility, the Liens securing the DIP Facility, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, and other security interests against any property of any Debtor's Estate shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, and other security interests shall revert to the Reorganized Debtors and each of its successors and assigns.

5. Reimbursement or Contribution.

Except as provided in Article V.F, if the Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent or (b) the relevant holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

6. Exculpation.

From and after the Effective Date, the Exculpated Parties will neither have nor incur any liability to any entity, and no holder of a Claim or Equity Interest, no other party in interest and none of their respective Representatives, shall have any right of action against any Exculpated Party, for any prepetition or postpetition act taken or omitted to be taken in connection with, related to or arising out of the Chapter 11 Cases or the consideration, formulation, preparation, dissemination, implementation, confirmation or consummation of

the Plan, the exhibits to the Plan, the Plan Supplement, the Disclosure Statement, any transaction proposed in connection with the Chapter 11 Cases or any contract, instrument, release, or other agreement or document created or entered into or any other act taken or omitted to be taken, in connection therewith; provided, however, that the foregoing provisions will have no effect on: (a) any First Lien Credit Facility Claims, as assumed by the Reorganized Debtors in accordance with the amended and restated First Lien Credit Agreement pursuant to the terms of the Exit Credit Facility Documents, liabilities or obligations at any time outstanding under the Exit Credit Facility Documents, (b) the liability of any Exculpated Party 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 (c) the liability of any Exculpated Party that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted fraud, gross negligence or willful misconduct; provided further, however, that an Exculpated Party shall not be deemed to have committed willful misconduct if such Exculpated Party reasonably relied on the advice of professional advisors in connection with a specific act or failure to act.

The Exculpated Parties, the DIP Agent, the DIP Lenders, the First Lien Lenders, the First Lien Agent, the Consenting Noteholders, the Indenture Trustee, and the Consenting Interest Holders have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances and rejections of the Plan and the making of distributions pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

7. *Injunction.*

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

Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, however, that no injunction contained in the Plan shall (i) preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the Plan, (ii) have any effect whatsoever upon any of the claims, Liens, rights and remedies of the Exit Agent or any of the Exit Lenders under or pursuant to the Exit Credit Facility, including without limitation the ABL Liens, or (iii) have any effect whatsoever upon any of the claims, Liens, rights and remedies of the DIP Agent or any of the DIP Lenders under the DIP Facility prior to the Effective Date.

8. Protection Against Discriminatory Treatment.

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. Preservation of Insurance.

The Debtors' discharge and release from all claims, including all Claims and Guarantee Claims, as provided herein, shall not, except as necessary to be consistent with the Plan, diminish or impair the enforceability of any insurance policy that may provide coverage for claims, including Claims and Guarantee Claims, against the Debtors, the Reorganized Debtors, their current and former directors and officers, or any other Person or Entity.

K. Unimpaired Claims.

Notwithstanding anything to the contrary in the Plan or Plan Supplement or in the Confirmation Order, until a Claim in Classes 1A-G, 2A-G or 3C-G (including a Cure Claim) of the Plan that arises prior to the Effective Date has been (x) paid in full in accordance with applicable law, or on terms agreed to between the holder of such Claim and the Debtor or Reorganized Debtor, or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) otherwise satisfied or disposed of as determined by a court of competent jurisdiction: (a) the provisions of Articles VI.C., VII.2, VII.3 and VII.7 of the Plan shall not apply or take effect with respect to such Claim, (b) such Claim shall not be deemed settled, satisfied, resolved, released, discharged, or enjoined by any provision of the Plan or the Plan Supplement, and (c) the property of each of the Debtors' Estates that vests in the applicable Reorganized Debtor pursuant to Article IV.J. of the Plan shall remain subject to such Claims to the same extent as if the Chapter 11 Cases had not been commenced. Holders of Claims falling under Classes 1A-G, 2A-G or 3C-G of the Plan shall not be required to file a Proof of Claim with the Court. Holders of Claims falling under Classes 1A-G, 2A-G or 3C-G shall not be subject to any claims resolution process in Court in connection with their Claims, and shall retain all their

rights under applicable non-bankruptcy law to pursue their Classes 1A-G, 2A-G or 3C-G Claims against the Debtors or Reorganized Debtors in any forum with jurisdiction over the parties. The Debtors and Reorganized Debtors shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment as to Claims falling under Classes 1A-G, 2A-G or 3C-G of the Plan. If the Debtors or the Reorganized Debtors dispute any Claim falling under Classes 1A-G, 2A-G or 3C-G of the Plan, such dispute shall be determined, resolved or adjudicated in the manner as if the Chapter 11 Cases had not been commenced. Notwithstanding the foregoing, any holder of a Claim who files a Proof of Claim shall be subject to the Article VII.A. of the Plan unless and until such holder withdraws such Proof of Claim, and nothing herein limits the retained jurisdiction of the Court under Article VIII of the Plan.

**ARTICLE VII.
DISTRIBUTIONS UNDER THE PLAN**

A. Procedures for Treating Disputed Claims.

1. Filing Proofs of Claim. Other than as provided in the Bar Date Order or with respect to Rejection Damage Claims, holders of Claims need not file proofs of Claim with the Court. In the event that a holder of a Claim elects to file a Proof of Claim with the Court, it will be deemed to have consented to the exclusive jurisdiction of the Court for all purposes with respect to the determination, liquidation, allowance, or disallowance of such Claim.

2. Disputed Claims. If the Debtors dispute any Claim as to which no Proof of Claim has been filed, such dispute shall be determined, resolved, or adjudicated, as the case may be, in a manner as if the Chapter 11 Cases had not been commenced, provided, however, that the Reorganized Debtors may elect, at their sole option, to object under section 502 of the Bankruptcy Code to any Claim or Proof of Claim filed by or on behalf of a holder of a Claim.

3. Objections to Claims. Except insofar as a Claim is Allowed under the Plan, each of the Debtors, the Reorganized Debtors, and any other party in interest shall be entitled to object to Claims as provided herein. Any objections to Claims shall be filed and served by the Claims Objection Deadline.

B. Allowed Claims and Equity Interests.

1. Delivery of Distributions in General. Except as otherwise provided herein, distributions under the Plan shall be made by the Reorganized Debtors (or their agents or designees) to the holders of Allowed Claims and Allowed Equity Interests in all Classes for which a distribution is provided in the Plan at the addresses set forth on the Schedules (if filed) or in the Debtors' books and records, as applicable, unless such addresses are superseded by proofs of Claim or Equity Interests or transfers of Claim filed pursuant to Bankruptcy Rule 3001 by the Record Date (or at the last known addresses of such holders if the Debtors or the Reorganized Debtors have been notified in writing of a change of address).

2. Delivery of Distributions to First Lien Credit Facility Claims. The First Lien Agent shall be deemed to be the holder of all First Lien Credit Facility Claims for purposes of distributions to be made under the Plan, if any, and all distributions on account of the First Lien Credit Facility Claims, if any, shall be made to the First Lien Agent. As soon as

practicable following compliance with the requirements set forth in Article VII of the Plan, the First Lien Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the holders of First Lien Credit Facility Claims in accordance with the terms of the First Lien Credit Agreement and the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the First Lien Agent shall not have any liability to any Person with respect to distributions made or directed to be made by the First Lien Agent.

3. Delivery of Distributions on DIP Facility Claims. The DIP Agent shall be deemed to be the holder of all DIP Facility Claims for purposes of distributions to be made under the Plan, if any, and all distributions on account of such DIP Facility Claims, if any, shall be made to the DIP Agent. As soon as practicable following compliance with the requirements set forth in Article VII of the Plan, the DIP Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the holders of DIP Facility Claims in accordance with the terms of the DIP Loan Documents, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP Agent shall not have any liability to any Person with respect to distributions made or directed to be made by the DIP Agent.

4. Delivery of Distributions on Note Claims. The Trustee shall be deemed to be the holder of all Note Claims for purposes of distributions to be made under the Plan, and all distributions on account of such Note Claims shall be made to the Trustee. As soon as practicable following compliance with the requirements set forth in Article VII of the Plan, the Trustee shall arrange to deliver or direct the delivery of such distributions to or on behalf of the holders of Note Claims in accordance with the terms of the Senior Secured Note Documents, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Trustee shall not have any liability to any Person with respect to distributions made or directed to be made by the Trustee.

5. Delivery of Commitment Premium Equity Interests. On the Effective Date, Reorganized Holdings, Reorganized Intermediate or Newco, as applicable (or such entity's agent or designee), shall deliver the Commitment Premium Equity Interests to the Backstop Parties, other than any Defaulting Backstop Parties, in accordance with the Backstop Commitment Agreement.

6. Distribution of Cash. Any payment of Cash by the Reorganized Debtors pursuant to the Plan shall be made at the option and in the sole discretion of the Reorganized Debtors by (i) a check drawn on, or (ii) wire transfer from, a domestic bank selected by the Reorganized Debtors.

7. Unclaimed Distributions of Cash. Any distribution of Cash under the Plan that is unclaimed after six (6) months after it has been delivered (or attempted to be delivered) shall, pursuant to section 347(b) of the Bankruptcy Code, become the property of the Reorganized Debtors notwithstanding any state or other escheat or similar laws to the contrary, and the entitlement by the holder of such unclaimed Allowed Claim or Allowed Equity Interest

to such distribution or any subsequent distribution on account of such Allowed Claim or Allowed Equity Interest shall be extinguished and forever barred.

8. Distributions of Old Equity Plan Consideration. Subject to Article X.C of the Plan, on the Effective Date, Reorganized Holdings (or its agent or designee) shall distribute the Old Equity Plan Consideration to the holders of Existing Holdings Equity Interests. If the Plan has been modified in accordance with Article X.C. of the Plan, Reorganized Intermediate or Newco, as applicable (or such entity's agent or designee), shall distribute the consideration for the Noteholder Plan Settlement to holders of Existing Holdings Equity Interests as provided in Article X.C.2 of the Plan.

9. Powers of Disbursing Agent. The Reorganized Debtors, the First Lien Agent or the Trustee, as applicable pursuant to Article VI.B.1 through 8 hereof (in such capacity, the "Disbursing Agent"), shall be empowered to: (i) effectuate all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan; (ii) make all applicable distributions or payments contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Court (including any order issued after the Effective Date), pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

10. Expenses Incurred on or After the Effective Date. Except as otherwise ordered by the Court, and subject to the written agreement of the Reorganized Debtors, with the consent of the Requisite Backstop Parties, the amount of any reasonable and documented fees and expenses incurred by a Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursements (including, without limitation, reasonable attorney and other professional fees and expenses) of such Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Plan Distributions made to holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and the Backstop Parties and without the need for approval by the Court. In the event that the applicable Disbursing Agent, the Reorganized Debtors and the Backstop Parties are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Court for resolution.

11. Bond. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid by the Reorganized Debtors. Furthermore, any Disbursing Agent required to give a bond shall notify the Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

12. Cooperation with Disbursing Agent. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in

good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Article XI.E. hereof.

13. Unclaimed Distributions of New Common Equity Interests and New Warrants. Any distribution of New Common Equity Interests and New Warrants under the Plan that is unclaimed after six (6) months after it has been delivered (or attempted to be delivered) shall be retained by the Reorganized Debtors, notwithstanding any state or other escheat or similar laws to the contrary, and the entitlement by the holder of such Allowed Claim or Allowed Equity Interest to such distribution or any subsequent distribution on account of such Allowed Claim or Allowed Equity Interest shall be extinguished and forever barred.

14. Saturdays, Sundays, or Legal Holidays. If any payment, distribution or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, and shall be deemed to have been completed as of the required date.

15. Withholding and Reporting Requirements. In connection with the Plan and all distributions under the Plan, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any U.S. federal, state or local taxing authority or foreign taxing authority and all distributions under the Plan shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. All Persons holding Allowed Claims or Equity Interests shall be required to provide any information necessary to effectuate information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, (a) each holder of an Allowed Claim or Equity Interest shall be liable for any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution, (b) any amounts deducted or withheld from any distribution pursuant to the Plan by the Reorganized Debtors in respect of any tax shall be treated as if distributed to such holder of an Allowed Claim or Equity Interest in connection with the Plan, and (c) at the discretion of the Reorganized Debtors, no distribution shall be made to or on behalf of a holder of an Allowed Claim or Equity Interest pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations. Any Cash, New Common Equity Interests, New Warrants and/or other consideration or property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an unclaimed distribution pursuant to Article VII(b)(7) and (13) of the Plan.

16. Fractional New Common Equity Interests and New Warrants and De Minimis Distributions. Notwithstanding any other provision in the Plan to the contrary, no fractional New Common Equity Interests or fractional New Warrants shall be issued or distributed pursuant to the Plan. Whenever any distribution of a fraction of New Common Equity Interests or a fractional New Warrant would otherwise be required under the Plan, the actual distribution made shall reflect a rounding of such fraction to the nearest whole Equity Interest or warrant (up or down), with half interests or warrants or less being rounded down and fractions in excess of a half of a share or warrant being rounded up. No consideration will be provided in lieu of fractional Equity Interests that are rounded down. Fractional New Common Equity Interests or New Warrants, as applicable, that are not distributed in accordance with this

Article VII.B.10 shall be cancelled. The Reorganized Debtors shall not be required to, but may in its sole and absolute discretion, make any payment on account of any Claim or Equity Interest in the event that the costs of making such payment exceeds the amount of such payment.

17. Special Rules for Distributions to Holders of Disputed Claims and Disputed Equity Interests. Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim or Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest, respectively, have been resolved by settlement or Final Order. In the event that there are Disputed Claims or Disputed Equity Interests requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims or Equity Interests.

18. Interest on Claims and Equity Interests. Except as specifically provided for in the Plan, no Claims or Equity Interests, Allowed or otherwise (including Administrative Claims), shall be entitled, under any circumstances, to receive any interest on a Claim or Equity Interests.

19. Former Independent Director Compensation. On the Effective Date, the Reorganized Debtors will issue to each of the Former Independent Directors the FID Compensation.

C. Allocation of Consideration.

The aggregate consideration to be distributed to the holders of Allowed Claims in each Class under the Plan, shall be treated as first satisfying an amount equal to the principal amount of the Allowed Claim (as determined for federal income tax purposes) for such holders, and any remaining consideration as satisfying accrued, but unpaid interest (but solely to the extent that interest is an allowable portion of such Allowed Claim).

D. Estimation.

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to), at any time, request that the Court estimate (i) any Disputed Claim or Disputed Equity Interest pursuant to section 502(c) of the Bankruptcy Code or (ii) any contingent or unliquidated Claim or Equity Interest pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or Equity Interest or whether the Court has ruled on any such objection. The Court will retain jurisdiction to estimate any Claim or Equity Interest at any time, including during proceedings concerning any objection to such Claim or Equity Interest. In the event that the Court estimates any Claim or Equity Interest, such estimated amount shall constitute either the Allowed amount of such Claim or Equity Interest or a maximum limitation on such Claim or Equity Interest for all purposes under the Plan (including for purposes of distributions), as determined by the Court. If the estimated amount constitutes the maximum limitation on such Claim or Equity Interest, the Debtors or the Reorganized Debtors, as the case may be, may elect to pursue supplemental proceedings to object to any ultimate allowance of

such Claim or Equity Interest. All of the aforementioned objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another.

E. Insured Claims.

Subject to Article V.F, as to Claims relating to indemnification obligations for Indemnified Individuals, if any portion of an Allowed Claim is an Insured Claim, no distributions under the Plan shall be made on account of such Allowed Claim until the holder of such Allowed Claim has exhausted all remedies with respect to any applicable insurance policies. To the extent that the Debtors' insurers agree to satisfy a Claim in whole or in part, then immediately upon such agreement, the portion of such Claim so satisfied may be expunged without an objection to such Claim having to be filed and without any further notice to or action, order or approval of the Court.

**ARTICLE VIII.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:

(i) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which the Debtors or the Reorganized Debtors are party or with respect to which the Debtors or the Reorganized Debtors may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article IX, any Executory Contracts or Unexpired Leases to the Rejection Schedule or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

(ii) to determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Effective Date;

(iii) to ensure that distributions to holders of Allowed Claims and Equity Interests are accomplished as provided herein;

(iv) to resolve disputes as to the ownership of any Claim or Equity Interest;

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

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

(vii) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(viii) to consider any modifications of the Plan; to cure any defect or omission, or to reconcile any inconsistency in any order of the Court, including the Confirmation Order;

(ix) to hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;

(x) to hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan;

(xi) to hear and determine any issue for which the Plan requires a Final Order of the Court;

(xii) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xiii) to hear and determine disputes arising in connection with compensation and reimbursement of expenses of professionals for services rendered during the period commencing on the Petition Date through and including the Effective Date;

(xiv) to hear and determine any Causes of Action preserved under the Plan;

(xv) to hear and determine any matter regarding the existence, nature, and scope of the Debtors' discharge;

(xvi) to hear and determine any matter, case, controversy, suit, dispute, or Cause of Action (i) regarding the existence, nature, and scope of the discharge, releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such discharge, releases, injunctions, exculpations, and other provisions;

(xvii) to enter a final decree closing the Chapter 11 Cases;

(xviii) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan;

(xix) to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(xx) to enforce all orders previously entered by the Court; and
(xxi) to hear any other matter not inconsistent with the Bankruptcy Code.

For the avoidance of doubt, the Court shall not retain exclusive jurisdiction with respect to the following documents entered into by the Reorganized Debtors or any transaction or dispute consummated or arising thereunder: (i) the Exit Credit Facility Documents, (ii) the New Warrant Agreement, and (iii) the Management Incentive Plan, provided, however, that the choice of law provisions in such documents shall govern disputes arising under such documents.

**ARTICLE IX.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption of Executory Contracts and Unexpired Leases.

Except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously assumed, assumed and assigned, or rejected shall be deemed automatically assumed pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date (including, without limitation, the Master Lease (as defined in the Restructuring Support Agreement)), unless any such executory contract or unexpired lease: (i) is expressly identified on the Rejection Schedule; (ii) has been previously rejected by the Debtors by Final Order or has been rejected by the Debtors by order of the Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to reject pending as of the Effective Date; or (iv) is otherwise rejected pursuant to the terms herein.

Except as otherwise provided in the Plan or agreed to by the Debtors with the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

The Confirmation Order will constitute an order of the Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

B. Cure Claims.

The proposed Cure Claim for any executory contract or unexpired lease that is assumed or assumed and assigned pursuant to the Plan shall be zero dollars unless otherwise indicated on a Cure Notice. No later than the Plan Supplement Filing Date, to the extent not previously filed with the Court and served on affected counterparties, the Debtors shall provide for Cure Notices to be sent to applicable contract and lease counterparties, together with

procedures for objecting thereto and resolution of disputes by the Court. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Claim must be filed, served, and actually received by the Debtors by the date on which objections to Confirmation are due (or such other date as may be provided in the applicable Cure Notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim will be deemed to have assented to such assumption or Cure Claim.

At the election of the Debtors (with the consent of the Ad Hoc Noteholder Group) or the Reorganized Debtors, as applicable, any monetary defaults under each Executory Contract and Unexpired Lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code in one of the following ways: (i) payment of the Cure Claim in Cash on or as soon as reasonably practicable following the occurrence of (A) thirty (30) days after the determination of the Cure Claim, and (B) the Effective Date or such other date as may be set by the Court; or (ii) on such other terms as agreed to by the Debtors or the Reorganized Debtors and the non-Debtor counterparty to such Executory Contract or Unexpired Lease. In the event of a dispute pertaining to assumption or assignment, the Cure Claim payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

The only adequate assurance of future performance shall be the promise of the Reorganized Debtors to perform all obligations under any executory contract or unexpired lease under the Plan.

Any Cure Claim shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure Claim; provided, however, that nothing in the Plan shall prevent the Reorganized Debtors from paying any Cure Claim despite the failure of the relevant counterparty to file such request for payment of such Cure Claim. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order, or approval of the Court.

ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS, OBLIGATIONS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION, FAILURE TO COMPLY WITH OBLIGATIONS ARISING FROM PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS; ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR THE REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE COURT.

Obligations arising under insurance policies assumed by the Debtors before the Effective Date shall be adequately protected in accordance with any order authorizing such assumption.

C. Reservation of Rights.

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, as applicable, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. In the event a written objection is filed with the Court as to whether a contract or lease is executory or unexpired, the right of the Debtors or the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after the entry of a Final Order by the Court determining that the contract or lease is executory or unexpired, in which case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

D. Rejection of Executory Contracts and Unexpired Leases.

1. Rejection Schedule. The Debtors will file the Rejection Schedule, if any, with the Court no later than five (5) Business Days before the deadline to object to confirmation of the Plan. The Rejection Schedule will include (a) the name of the non-Debtor counterparty, (b) the legal description of the contract or lease to be rejected, and (c) the proposed effective date of rejection (if not the Effective Date). The Debtors will serve the Rejection Schedule upon each non-Debtor counterparty listed thereon, which will describe the procedures by which such parties may object to the proposed rejection of their respective Executory Contract or Unexpired Lease and explain how such disputes will be resolved by the Court if the parties are not able to resolve a dispute consensually.

The Confirmation Order will constitute an order of the Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

2. Rejection Damage Claims. If the rejection by the Debtors, pursuant to the Plan or otherwise, of an Executory Contract or Unexpired Lease gives rise to a Rejection Damage Claim, a Proof of Claim must be filed with the Court within (i) if the Executory Contract or Unexpired Lease is listed on the Rejection Schedule, thirty (30) days after the date of service of the Rejection Schedule on the non-Debtor counterparty to such Executory Contract or Unexpired Lease, or (ii) if the Executory Contract or Unexpired Lease is not listed on the Rejection Schedule, thirty (30) days after the date of entry of an order of the Court approving such rejection. For the avoidance of doubt, all Allowed Rejection Damage Claims shall be treated as General Unsecured Claims.

3. **REQUIREMENT TO FILE A PROOF OF CLAIM FOR REJECTION DAMAGE CLAIMS.** ANY REJECTION DAMAGE CLAIMS THAT ARE NOT TIMELY FILED SHALL BE DISALLOWED AUTOMATICALLY, FOREVER BARRED FROM ASSERTION, AND SHALL NOT BE ENFORCEABLE AGAINST ANY REORGANIZED DEBTORS WITHOUT THE NEED FOR ANY OBJECTION BY THE REORGANIZED

DEBTORS OR FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE COURT, AND ANY REJECTION DAMAGE CLAIM SHALL BE DEEMED FULLY SATISFIED, RELEASED AND DISCHARGED, NOTWITHSTANDING ANYTHING IN THE SCHEDULES OR A PROOF OF CLAIM TO THE CONTRARY.

4. *Pre-existing Payment and Other Obligations.* Rejection 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, as applicable, under such contract or lease. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide: (a) payment to the contracting Debtors or Reorganized Debtors, as applicable, of outstanding and future amounts owing thereto under or in connection with rejected Executory Contracts or Unexpired Leases or (b) warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or Reorganized Debtors, as applicable, from counterparties to rejected Executory Contracts.

E. Assignment.

Any Executory Contract or Unexpired Lease to be held by the Debtors or the Reorganized Debtors and assumed under the Plan or otherwise in the Chapter 11 Cases, if not expressly assigned to a third party previously in the Chapter 11 Cases, will be deemed assigned to the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code. If an objection to a proposed assumption, assumption and assignment, or Cure Claim is not resolved in favor of the Debtors before the Effective Date, the applicable Executory Contract or Unexpired Lease may be designated by the Debtors or the Reorganized Debtors for rejection within five (5) Business Days of the entry of the order of the Court resolving the matter against the Debtors. Such rejection shall be deemed effective as of the Effective Date.

F. Insurance Policies.

Notwithstanding anything in the Plan to the contrary, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

G. Post-Petition Contracts and Leases.

All contracts, agreements, and leases that were entered into by the Debtors or assumed by the Debtors after the Petition Date shall be deemed assigned by that Debtor to the Reorganized Debtors on the Effective Date.

**ARTICLE X.
EFFECTIVENESS OF THE PLAN**

A. Conditions Precedent to Effectiveness.

The Plan shall not become effective unless and until the Confirmation Date has occurred and the following conditions have been satisfied in full or waived in accordance with Article X.B:

1. the Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Requisite Lenders, the Majority Noteholders and, subject to the CIH Consent Limitation, the Consenting Interest Holders;
2. the Confirmation Order shall have become a Final Order;
3. each of the documents contained in the Plan Supplement shall be in form and substance reasonably acceptable to the Debtors, the Requisite Lenders, the Majority Noteholders and, subject to the CIH Consent Limitation, the Consenting Interest Holders, in each case to the extent set forth in the Restructuring Support Agreement or herein;
4. (i) all conditions precedent to: (a) the consummation of the transactions contemplated in the New Shareholder Agreement, Rights Offering Procedures and New Warrant Agreement shall have been waived or satisfied in accordance with the terms thereof, (b) issuance of the New Common Equity Interests and (c) discharge and extinguishment of the Note Claims shall have been waived or satisfied, and (ii) the closing of the transactions contemplated by such agreements shall have occurred (or occurs simultaneously with the occurrence of the Effective Date) and all of the Note Claims shall have been (or are simultaneously with the occurrence of the Effective Date) discharged and extinguished as a result of such transactions;
5. all actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws;
6. all authorizations, consents, and regulatory approvals required (if any) for the Plan's effectiveness shall have been obtained;
7. the Reorganized Debtors shall have executed and delivered the Exit Credit Facility Agreement and all applicable Exit Credit Facility Documents, and all conditions precedent to effectiveness of the Exit Credit Facility and the making of the initial advances thereunder shall have been satisfied or waived in accordance with their terms;
8. the Debtors or the Reorganized Debtors have made (or make simultaneously with the occurrence of the Effective Date) Full Payment (as such term is defined in the DIP Credit Agreement) of all DIP Facility Claims;
9. all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery, and (b) been effected or executed by all Persons party thereto, or

will be deemed executed and delivered by virtue of the effectiveness of the Plan as expressly set forth herein, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents and agreements;

10. the Restructuring Support Agreement shall not have been terminated in accordance with the terms thereof, and such Restructuring Support Agreement shall be in full force and effect;

11. the Backstop Commitment Agreement shall not have been terminated and shall be in full force and effect; and

12. all fees and expenses required to be paid pursuant to Article VI.F. shall have been paid or all steps necessary (including the reservation of adequate funds) to pay all such fees and expenses on the Effective Date shall have occurred.

B. Waiver of Conditions Precedent to Effectiveness.

The Debtors, with the express consent of the Requisite Lenders, the Majority Noteholders, the Exit Agent, and, subject to the CIH Consent Limitation, the Consenting Interest Holders (which consent shall not be unreasonably withheld, conditioned, or delayed), may waive the conditions set forth in Article X.A above at any time without leave of or order of the Court and without any formal action.

C. Alternative Transaction.

1. Within two (2) Business Days of the Debtors' receipt of notice of the existence of any General Unsecured Claims against Holdings or Intermediate filed before the Bar Date other than Claims (i) relating to obligations to be assumed by or assumed and assigned to any Debtor other than Holdings or Intermediate, (ii) that are properly asserted against Debtors other than Holdings or Intermediate (regardless of whether such claims may also be properly asserted against Holdings or Intermediate), (iii) that are in respect of an existing surety obligation, or (iv) asserted under the Restructuring Support Agreement, including, without limitation, Claims for payment or reimbursement of professional fees and expenses reimbursable under the Restructuring Support Agreement and the Plan (the "Holdings Unsecured Claims"), the Debtors shall notify the Consenting Noteholders and Consenting Interest Holders of such Holdings Unsecured Claims in writing. If, by the date that is five (5) days before the date of the Confirmation Hearing, (i) such Holdings Unsecured Claims have not been expunged, disallowed, extinguished, withdrawn or otherwise disposed of either by order of the Court or otherwise (including, without limitation, the complete and final satisfaction of the Holdings Unsecured Claims by the Consenting Interest Holders, in their sole discretion), or (ii) the Majority Noteholders have not agreed that such Holdings Unsecured Claims are facially without merit as against Holdings or Intermediate (which agreement shall not be unreasonably withheld, conditioned or delayed), the Majority Noteholders, may, after providing notice to the Consenting Interest Holders, direct the Debtors in writing to (i) (a) withdraw the Plan with respect to Holdings, and/or (b) modify the Plan in a manner consistent with the Permitted Restructuring Transactions or such other transactions as agreed to by the signatories to the Restructuring Support Agreement to provide that the holders of General Unsecured Claims against

Intermediate shall receive no distribution under the Plan, and/or, (ii) subject to the consent of the First Lien Agent and the Consenting Interest Holders, which consent shall not be unreasonably withheld, conditioned or delayed, (a) change the entity forms of Holdings and/or Intermediate from corporations to LLCs, and/or (b) form Newco to (x) receive equity in reorganized Modular Space Corporation under the Plan and (y) assume the First Lien Guarantees previously provided by Intermediate, it being understood that all such actions must be in furtherance of restructuring transactions otherwise consistent with the terms set forth in the Plan and in the Restructuring Support Agreement. No later than three (3) days prior to the Confirmation Hearing, the Debtors shall file appropriate pleadings with the Court to effectuate such direction. If any of the foregoing transactions is not a Permitted Restructuring Transaction, then the Debtors may not implement any such transaction on or before the Effective Date without the prior written consent of the DIP Agent, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Pursuant to Bankruptcy Rule 9019, in the event of a modification of the Plan in accordance with the terms of this provision, each holder of an Existing Holdings Equity Interest shall be entitled to elect to receive from the Plan distribution to the Noteholders, in exchange for granting a release in the form of the releases contained in Article VI.I. of the Plan, and in the case of Calera Capital Advisors, LP, its Management Agreement Claims, its Pro Rata share of 877,001 New Common Equity Interests and the New Warrants to be deducted from each Noteholder's share of the distribution on a Pro Rata basis (the "Noteholder Plan Settlement"). Pursuant to the Noteholder Plan Settlement, if applicable, Calera Capital Advisors, LP shall not be entitled to any additional distribution on account of its Management Agreement Claims or its Existing Holdings Equity Interests, and holders of Existing Holdings Equity Interests shall not recover anything on account of their Existing Holdings Equity Interests other than as pursuant to the Noteholder Plan Settlement or as contemplated by Section 3(a)(iv) of the Restructuring Support Agreement. The procedures for implementing the Noteholder Plan Settlement shall be described in the Confirmation Order and shall be reasonably acceptable to the Debtors, the Consenting Noteholders and the Consenting Interest Holders.

3. In the event of a modification of the Plan in accordance with the terms of this provision, all other provisions of the Plan, including, but not limited to, the terms governing treatment of and distributions on Claims and Equity Interests (except as to the General Unsecured Claims against Holdings and Intermediate, Existing Holdings Equity Interests and Management Agreement Claims as described herein), shall remain unaltered and in full force and effect.

D. Effect of Failure of Conditions.

In the event that the Effective Date does not occur on or before sixty (60) days after the Confirmation Date, upon notification submitted by the Debtors to the Court (which notice the Debtors shall submit at the request of the Majority Noteholders or the DIP Agent): (i) the Confirmation Order may be vacated, (ii) no distributions under the Plan shall be made; (iii) the Debtors and all holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred; and (iv) the Debtors' obligations with respect to the Claims and Equity Interests shall remain unchanged and nothing contained in the Plan shall constitute or be deemed a waiver, release, or discharge of any Claims or Equity Interests by or against the Debtors or any other

Person or Entity or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors unless extended by Court order.

E. Vacatur of Confirmation Order.

If a Final Order denying confirmation of the Plan is entered, or if the Confirmation Order is vacated, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (i) constitute a waiver, release, or discharge of any Claims or Equity Interests; (ii) prejudice in any manner the rights of the holder of any Claim or Equity Interest; (iii) prejudice in any manner any right, remedy, or claim of the Debtors; or (iv) be deemed an admission against interest by the Debtors.

F. Modification of the Plan.

Subject to the limitations contained in the Plan, and subject to the terms of the Restructuring Support Agreement, (i) the Debtors reserve the right, with the prior written consent of the Requisite Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and (ii) after entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, may, with the prior written consent of the Requisite Lenders, the Exit Agent, the Exit Lenders, the Majority Noteholders, and, subject to the CIH Consent Limitation, the Consenting Interest Holders, and upon order of the Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code. Notwithstanding the foregoing, the Confirmation Order shall authorize the Debtors or the Reorganized Debtors, as the case may be, to make appropriate technical adjustments, remedy any defect or omission, or reconcile any inconsistencies in the Plan, the documents included in the Plan Supplement, any and all exhibits to the Plan, and/or the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan, provided, however, that such action does not materially and adversely affect the treatment of holders of Allowed Claims or Equity Interests pursuant to the Plan.

G. Revocation, Withdrawal, or Non-Consummation.

1. Right to Revoke or Withdraw. The Debtors reserve the right to revoke or withdraw the Plan at any time before the Effective Date; provided, however, that this provision shall have no impact on the rights of the First Lien Lenders, the Consenting Noteholders, or the Consenting Interest Holders as set forth in the Restructuring Support Agreement, in respect of any such revocation or withdrawal.

2. Effect of Withdrawal, Revocation, or Non-Consummation. If the Debtors revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), the assumption or rejection of Executory Contracts, Unexpired Leases or benefit plans effected by the Plan, any release, exculpation, or indemnification provided for in the Plan, and any document or agreement executed pursuant to the Plan shall be

null and void. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan shall be deemed to constitute a waiver or release of any Claims by or against or Equity Interests in the Debtors or any other Person or Entity, to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or to constitute an admission of any sort by the Debtors or any other Person or Entity.

H. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Equity Interests prior to the Effective Date.

ARTICLE XI. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtors parties to Executory Contracts and Unexpired Leases with the Debtors. The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

B. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Delaware (without reference to the conflicts of laws provisions thereof that would require or permit the application of the law of another jurisdiction) shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, unless otherwise specified and except with respect to the Exit Credit Facility Documents, whose governing law shall be as stated therein.

C. Filing or Execution of Additional Documents.

On or before the Effective Date or as soon thereafter as is practicable, the Debtors or the Reorganized Debtors shall (on terms materially consistent with the Plan) file with the Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, which shall be in form and substance reasonably acceptable to the Debtors, the Requisite Lenders, the

Majority Noteholders and, subject to the CIH Consent Limitation, the Consenting Interest Holders.

D. Term of Injunctions or Stays.

All injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

E. Exemption From Transfer Taxes.

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, all transfers of property pursuant hereto, including (i) the issuance, transfer, or exchange under the Plan of New Common Equity Interests, the New Warrants, the MIP Equity Compensation, and the assumption and granting of Liens by the Reorganized Debtors in favor of the Exit Agent for the benefit of the Exit Lenders, (ii) the making or assignment of any lease or sublease, or (iii) the making or delivery of any other instrument whatsoever, in furtherance of or in connection with the Plan, shall not be subject to any stamp, conveyance, mortgage, sales or use, real estate transfer, recording, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

F. Plan Supplement.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. The Debtors will not serve paper or CD-ROM copies of the Plan Supplement; however, parties may obtain a copy of the Plan Supplement from the Solicitation Agent by: (1) calling the Debtors' restructuring hotline at one of the telephone numbers set forth in the Disclosure Statement; (2) visiting the Debtors' restructuring website, <http://www.kccllc.net/modspace>; and/or (3) writing to ModSpace Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, CA 90245. Unless otherwise ordered by the Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control. The Debtors reserve the right, in accordance with the terms hereof, to modify, amend, supplement, restate, or withdraw any part of the Plan Supplement after it is filed and shall promptly make such changes available online at www.kccllc.net/modspace.

G. Notices.

All notices, requests, and demands hereunder to be effective shall be made in writing or by e-mail, and unless otherwise expressly provided herein, shall be deemed to have been duly given when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed. Each of such notices shall be addressed as follows:

1. To the Debtors: (a) (i) if by mail to: Modular Space Holdings, Inc., 1200 Swedesford Rd., Berwyn, PA 19312, Attention: Craig Burns or (ii) if by email to: craig.burns@modspace.com, and (b) (i) if by mail to: Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attention: James L. Bromley, Esq., Jane VanLare, Esq. and Kara A. Hailey, Esq., or (ii) if by email to: jlbromley@cgsh.com, jvanlare@cgsh.com, and khailey@cgsh.com; and (c) (i) if by mail to: Young Conaway Stargatt & Taylor LLP, Rodney Square, 100 North King Street, Wilmington, DE 19801, attention: Pauline K. Morgan, Esq. and Joel A. Waite, Esq., or (ii) if by email to: pmorgan@ycst.com and jwaite@ycst.com.

2. To the First Lien Agent: (a) (i) if by mail to: Parker Hudson Rainer & Dobbs LLP, 303 Peachtree Street, N.E., Suite 3600, Atlanta, GA 30308, Attention: C. Edward Dobbs, Esq., and James S. Rankin, Jr., Esq., or (ii) if by e-mail to: edobbs@phrd.com, jrankin@phrd.com and (b) (i) if by mail to: Ashby & Geddes, 500 Delaware Avenue, P.O. Box 1150, Wilmington, DE 19899, Attention: William Bowden, Esq., and (ii) if by email to: WBowden@ashby-geddes.com.

3. To the Trustee and/or the Ad Hoc Group (including the Backstop Parties that are members of the Ad Hoc Group): (a) (i) if by mail to: Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036, Attention: Michael J. Sage, Esq. and Brian E. Greer, Esq., or (ii) if by e-mail to: michael.sage@dechert.com and brian.greer@dechert.com, and (b) (i) if by mail to: Richards, Layton & Finger, PA, One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attention: Daniel J. DeFrancheschi, Esq., or (ii) if by email to: defranceschi@rlf.com.

4. To the Consenting Interest Holders: (a) (i) if by mail to: Calera Capital Advisors, LP, 580 California Street, 22nd Floor, San Francisco, CA 94104, Attention: General Counsel or (ii) if by email to: kbaker@caleracapital.com, and (b) (i) if by mail to: Morris, Nichols, Arsht & Tunnel LLP, 1201 N. Market St 16th Floor, Wilmington, DE 19801, Attention: Robert J. Dehney, Esq. and Gregory W. Werkheiser, Esq., or (ii) if by e-mail to: rdehney@mnat, and gwerkheiser@mnat.com.

H. Conflicts.

The terms of the Plan shall govern in the event of any inconsistency between the Plan and the Disclosure Statement. In the event of any inconsistency with the Plan and the Confirmation Order, the Confirmation Order shall govern with respect to such inconsistency. For the avoidance of doubt, the Exit Credit Facility Documents shall govern the terms and conditions for lending under such documents after the Effective Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated: February 3, 2017

Respectfully Submitted,

MODULAR SPACE HOLDINGS, INC. (for
itself and all other Debtors)

By: /s/ Charles Paquin

Name: Charles Paquin

Title: President and Chief Executive Officer

**CLEARY GOTTlieb STEEN
& HAMILTON LLP**

James L. Bromley (admitted *pro hac vice*)

Jane VanLare (admitted *pro hac vice*)

Kara A. Hailey (admitted *pro hac vice*)

One Liberty Plaza

New York, NY 10006

Telephone: (212) 225-2197

Facsimile: (212) 225-3999

- and -

**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**

Pauline K. Morgan (No. 3650)

Joel A. Waite (No. 2925)

Rodney Square

1000 North King Street

Wilmington, DE 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

Counsel to the Debtors and Debtors in Possession

EXHIBIT A
TERMS OF NEW WARRANTS

Warrants Term Sheet

<i>Tranche 1 Warrants</i>	
Number of Warrants	750,000 shares (2.46% of total shares - diluted through all Warrants exercised, excluding dilution from the MIP)
Strike Price	\$20.87 per share (\$610mm equity value)
Maturity	7 year maturity, with American-style exercise
Dilution	Subject to dilution for the Tranche 2 New Warrants, the issuance of MIP Equity Compensation or the issuance of additional New Common Stock or other equity securities on or after the Effective Date
Black Scholes	No Black Scholes Protection
Exercise	Cashless exercise option by holder
Transferability	Transferable
Voting Rights	Non-voting
<i>Tranche 2 Warrants</i>	
Number of Warrants	500,000 shares (1.64% of total shares - diluted through all Warrants exercised, excluding dilution from the MIP)
Strike Price	\$24.29 per share (\$710mm equity value)
Maturity	7 year maturity, with American-style exercise
Dilution	Subject to dilution for the issuance of MIP Equity Compensation or the issuance of additional New Common Stock or other equity securities on or after the Effective Date
Black Scholes	No Black Scholes Protection
Exercise	Cashless exercise option by holder
Transferability	Transferable
Voting Rights	Non-voting

EXHIBIT B

Proposed Confirmation Order Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
<i>In re:</i>	:	Chapter 11
	:	
MODULAR SPACE HOLDINGS, INC., et al.,	:	Case No. 16-12825 (KJC)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	Re: Docket No. __
-----	X	

NOTICE OF ENTRY OF ORDER APPROVING DEBTORS' DISCLOSURE
STATEMENT FOR AND CONFIRMING DEBTORS' JOINT
PREPACKAGED PLAN OF REORGANIZATION PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that on February 15, 2017, the Honorable Kevin J. Carey, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered the *Order Approving Debtors' Disclosure Statement For, and Confirming, Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. __] (the "Confirmation Order") approving the Disclosure Statement [Docket No. 18] and confirming the Plan (as defined below) of the above-captioned debtors in possession (the "Debtors"). Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the *Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 224] (as modified, and including all supplements, the "Plan").

PLEASE TAKE FURTHER NOTICE that the Confirmation Order and the Plan are available for inspection. If you would like to obtain a copy of the Confirmation Order or the Plan, you may contact KCC, the notice, claims, and solicitations agent retained by the Debtors in these Chapter 11 Cases, by: (a) calling 866-967-0495 (U.S.) or 310-751-2695 (international); (b) visiting the Debtors' restructuring website at: <http://www.kccllc.net/modspace>; or (c) writing to ModSpace Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: www.deb.uscourts.gov.

¹ The Debtors and the last four digits of their respective United States Tax Identification Number, or similar foreign identification number, as applicable, are as follows: Modular Space Holdings, Inc. (8595); Modular Space Intermediate Holdings, Inc. (1161); Modular Space Corporation (5284); Resun ModSpace, Inc. (0701); ModSpace Government Financial Services, Inc. (8573); ModSpace Financial Services Canada, Ltd. (CRA BN 0001); Resun Chippewa, LLC (6773). The address of the Debtors' corporate headquarters is 1200 Swedesford Road, Berwyn, PA 19312.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has approved the discharge, release, exculpation, injunction and related provisions in Article VI of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on the Debtors, the Reorganized Debtors and any holder of a Claim or an Equity Interest and such holder's respective successors and assigns, whether or not the Claim or the Equity Interest of such holder is Impaired under the Plan, and whether or not such holder or Entity voted to accept the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: _____, 2017,
Wilmington, Delaware

CLEARY GOTTLIEB STEEN & HAMILTON LLP

James L. Bromley (admitted *pro hac vice*)
Jane VanLare (admitted *pro hac vice*)
Kara A. Hailey (admitted *pro hac vice*)
One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999

- and -

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Pauline K. Morgan (No. 3650)
Joel A. Waite (No. 2925)
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Counsel for the Debtors

SCHEDULE "B"

ARTICLES OF REORGANIZATION

Articles of Reorganization
Business Corporations Act
Section 192

1. Name of Corporation

2. Corporate Access
Number

MODSPACE FINANCIAL SERVICES CANADA, LTD.	2012945263
--	------------

3. In Accordance with the Order for Reorganization, the Articles of the Corporation are amended as follows:

In accordance with the Order of the Court of..... dated, a certified copy of which is attached hereto as Schedule "A", approving the reorganization of the corporation pursuant to Section 192 of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by adding the following provision to "Schedule "B", Other Rules or Provisions" of the Corporation:

Notwithstanding any other provisions of the Corporation's articles or by-laws to the contrary, the Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") as in effect on the date of filing these Articles of Reorganization with the Registrar appointed under section 263 of the *Business Corporations Act* (Alberta); provided, however, that this sentence (i) will have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code; (ii) will have such force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation; and (iii) in all events may be amended or eliminated in accordance with applicable law from time to time in effect.

as shown on Schedule "B" attached hereto.

Name of Person Authorizing

Signature

Title

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

REG 3040 (Rev. 2003/05)

SCHEDULE "B"

Attached to and forming part of the Articles of the Corporation of
MODSPACE FINANCIAL SERVICES CANADA, LTD.

OTHER RULES OR PROVISIONS:

1. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

2. Notwithstanding any other provisions of the Corporation's articles or by-laws to the contrary, the Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") as in effect on the date of filing these Articles of Reorganization with the Registrar appointed under section 263 of the *Business Corporations Act* (Alberta); provided, however, that this sentence (i) will have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code; (ii) will have such force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation; and (iii) in all events may be amended or eliminated in accordance with applicable law from time to time in effect.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF MODULAR SPACE INTERMEDIATE HOLDINGS, INC., MODULAR SPACE CORPORATION, RESUN MODSPACE, INC.,
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC., MODSPACE FINANCIAL SERVICES CANADA, LTD., RESUN CHIPPEWA, LLC AND
MODULAR SPACE HOLDINGS, INC. (THE "DEBTORS")

APPLICATION OF MODULAR SPACE CORPORATION UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36,
AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St. W.
Toronto, ON M5H 4E3

ROGER JAIPARGAS / LSUC # 43275C
Tel: 416-367-6266
Email: rjaipargas@blg.com

EVITA FERREIRA / LSUC# 69967K
Tel: 416-367-6708
Email: eferreira@blg.com

**Lawyers for Modular Space Holdings, Inc., Modular
Space Intermediate Holdings, Inc., Modular Space
Corporation, Resun ModSpace, Inc., ModSpace
Government Financial Services, Inc., ModSpace
Financial Services Canada, Ltd. and
Resun Chippewa, LLC**