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Debtors and Debtors in Possession*

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

-----X	:	
In re:	:	Chapter 11
	:	
VELO HOLDINGS INC., <u>et al.</u> ,	:	Case No. 12-11384 (MG)
	:	
Debtors. ¹	:	Jointly Administered
-----X		

**NOTICE OF FILING OF MARKED VERSION OF
THE DEBTORS PROPOSED FIRST AMENDED PLAN**

PLEASE TAKE NOTICE that, on November 20, 2012, the Debtors filed the First Amended Joint Plan of Reorganization of Velo Holdings Inc., and its Affiliated Debtors and Debtors In Possession Under Chapter 11 of the Bankruptcy Code (as amended, the “Amended First Plan”) [Dkt. No. 567].

¹ The Debtors in these cases along with the last four digits of their federal tax identification number are: Velo Holdings Inc. (3155), V2V Holdings LLC (8801), Coverdell & Company, Inc. (4660), V2V Corp. (0857), LN, Inc. (8759), FYI Direct Inc. (2491), Vertrue LLC (6882), Idaptive Marketing LLC (3362), My Choice Medical Holdings, Inc. (5870), Adaptive Marketing LLC (6882), Interactive Media Group (USA) Ltd. (1016), Brand Magnet, Inc. (8978), Neverblue Communications, Inc. (7832), Interactive Media Consolidated Inc. (0774), and FreeScore, LLC (3513).

PLEASE TAKE FURTHER NOTICE that a blacklined comparison, reflecting the revisions made from the original Plan [Dkt. No. 518] to the First Amended Plan is appended hereto as “Exhibit 1”.

Dated: November 20, 2012
New York, New York

/s/ Shmuel Vasser
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Exhibit 1

(Blacklined comparison from the original Plan to the First Amended Plan)

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

-----X	:	
In re:	:	Chapter 11
	:	
VELO HOLDINGS INC., <u>et al.</u> ,	:	Case No. 12 - 11384 (MG)
	:	
Debtors. ¹	:	Jointly Administered
-----X	:	

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

Dated: ~~October 25~~, November 20, 2012
New York, New York

¹ The Debtors in these cases and the last four digits of their federal tax identification numbers are: Velo Holdings Inc. (3155), V2V Holdings LLC (8801), Coverdell & Company, Inc. (4660), V2V Corp. (0857), LN, Inc. (8759), FYI Direct Inc. (2491), Vertrue LLC (6882), Idaptive Marketing LLC (3362), My Choice Medical Holdings, Inc. (5870), Adaptive Marketing LLC (6882), Interactive Media Group (USA) Ltd. (1016), Brand Magnet, Inc. (8978), Neverblue Communications, Inc. (7832), Interactive Media Consolidated Inc. (0774), and FreeScore, LLC (3513).

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INTRODUCTION

Velo Holdings Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), propose this joint chapter 11 Plan of Reorganization pursuant to section 1121 of title 11 of the United States Code (the “Bankruptcy Code”). Reference is made to the Debtors’ Disclosure Statement, distributed herewith, for a discussion of the Debtors’ history and businesses, the background, a summary and analysis of the Plan, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. There also are other relevant agreements and documents, which are or shall be filed with the Bankruptcy Court in the Plan Supplement, and that are referenced in the Plan or the Disclosure Statement.

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

SECTION 1. DEFINITIONS AND RULES OF INTERPRETATION

A. Definitions.

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

1.1. “ACU Assets” means (i) all of V2V’s Equity Interests in Vertrue, non-Debtor Adaptive Affinity Ltd. and non-Debtor FYI Direct Canada Corp. (CFC); (ii) the ~~membership interests~~ Equity Interests in FYI Direct, Inc. ~~following its conversion from a corporation to a limited liability company~~; (iii) all of LN, Inc.’s Equity Interests in Brand Magnet, Inc., (iv) all cash, deposit accounts, accounts, contract rights, reversionary interests, general intangibles, intellectual property and other assets of the Debtors (other than Vertrue, its direct and indirect subsidiaries and FYI Direct, Inc.) relating to the ACU Business (which, for the avoidance of doubt, shall include all interests in any Cash or Cash equivalents securing any supersedeas bonds obtained by the Debtors); and (v) all claims and Causes of Action of the Debtors ~~(other than Vertrue, its direct and indirect subsidiaries and FYI Direct, Inc.)~~ and their Estates against non-Debtor parties; other than ~~certain specified excluded~~ claims and Causes of Action ~~identified in the Plan Supplement~~ against Released Parties.

1.2. “ACU Business” means, collectively, the Debtors’ businesses that provide (i) credit and identity theft protection programs to consumers and (ii) lifestyle and shopping-related programs.

1.3. “ACU Debtors” means Vertrue, FYI Direct, Inc., Idaptive Marketing LLC, My Choice Medical Holdings, Inc., Adaptive Marketing LLC, Edaptive Marketing LLC, Brand Magnet, Inc. and FreeScore LLC.

1.4. “ACU LLC” means a limited liability company to be created by Holdings before the Effective Date.

1.5. “ACU Severance Program” has the meaning set forth in Section 8.5(b) of the Plan.

1.6. “Administrative Bar Date” shall have the meaning ascribed to such term in Section 2.2(a) of the Plan.

1.7. “Administrative Expense Claim” means any right to payment constituting a cost or expense of administration of any of the Chapter 11 Cases allowed under sections 364(c)(1), 503(b), 507(a)(1), 507(b), or 1114(e) of the Bankruptcy Code, including, without limitation, (i) any Claim arising under section 503(b)(9) of the Bankruptcy Code, (ii) any actual, necessary costs and expenses, incurred after the Petition Date, of preserving the Debtors’ estates or operating the Debtors’ businesses, and (iii) any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases.

1.8. “Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

1.9. “Allowed” means, with reference to a Claim, (i) a Claim against a Debtor that has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time, with the prior written consent of the First Lien Agent, in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed, (ii) a Claim that has been timely filed and as to which (A) no objection to allowance or request for estimation has been timely interposed and not withdrawn and (B) the time for filing any such objection or request has expired, or (iii) any Claim expressly allowed by a Final Order or allowed under the Plan, provided that any Claim that is allowed for the limited purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed” for the purpose of Distributions hereunder; and, provided, further, that an “Allowed” Claim shall not include, for purposes of calculating Distributions under the Plan, interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code, any applicable Final Order, or as otherwise expressly set forth in this Plan.

1.10. “Allowed Aggregate First Lien Claim Amount” means an amount equal to all outstanding Obligations (as defined in the First Lien Credit Agreement) arising under the First Lien Credit Facility prior to the Petition Date.

1.11. “Avoidance Actions” means, subject to the releases, exculpations and injunctions set forth in the Plan, collectively and individually: (i) preference claims, fraudulent conveyance claims, rights of setoff and other claims or causes of action under sections 510, 542, 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code and other applicable bankruptcy or nonbankruptcy law; (ii) claims or causes of action arising out of illegal dividends or similar theories of liability; and (iii) claims or causes of action based on piercing the corporate veil, alter ego liability or similar legal or equitable theories of recovery arising out of the ownership or operation of the Debtors.

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

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

1.14. “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any Local Rules of the Bankruptcy Court.

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

1.16. “Cash” means legal tender of the United States of America and equivalents thereof.

1.17. “Causes of Action” means any and all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, claims, demands, or remedies whatsoever, whether known or unknown, currently existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of these Chapter 11 Cases, including through or after the Effective Date, that belong to, or could otherwise be brought or asserted by, on behalf of, or in the name of, any of the Debtors or their respective Estates, whether or not litigation has been commenced as of the Effective Date to prosecute any such Causes of Action. The defined term Causes of Action includes any and all Avoidance Actions.

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

1.19. “Chief Restructuring Officer” means Alan M. Jacobs, in his capacity as Chief Restructuring Officer of the ACU Debtors.

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

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

1.22. “Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

1.23. “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.24. “Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

1.25. “Confirmation Hearing” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, as such hearing may be continued from time to time.

1.26. “Coverdell Business” means the Debtors’ business that provides insurance administration and health membership services.

1.27. “Coverdell Severance Program” has the meaning set forth in Section 8.5(b) of the Plan.

1.28. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan of Reorganization pursuant to section 1129 of the Bankruptcy Code.

1.29. “Debtors” means Velo Holdings Inc., V2V Holdings LLC, Coverdell & Company, Inc., V2V Corp., LN, Inc., FYI Direct Inc., Vertrue LLC, Idaptive Marketing LLC, My Choice Medical Holdings, Inc., Adaptive Marketing LLC, Interactive Media Group (USA) Ltd., Brand Magnet, Inc., Neverblue Communications, Inc., Interactive Media Consolidated Inc., and Free Score, LLC.

1.30. “Deficiency Claim” means, if a Claim is secured by a lien or security interest in any property of any Debtor having a value of less than the amount of such Claim (after taking into account other Liens and security interests of higher priority in such property), the portion of such Claim equal to the difference between (a) the Allowed amount of the Claim and (b) the Allowed amount of the portion of such Claim that is a Secured Claim (which amount may be set pursuant to the Plan).

1.31. “Designated Creditors” means certain of the Debtors’ current and former trade creditors identified in the Plan Supplement as “Designated Creditors” for purposes of Section 6.21 of the Plan.

1.32. “DIP Claim” means the senior secured, super-priority Claims of the DIP Lenders under the DIP Facility.

1.33. “DIP Facility” means the \$40,000,000 Superpriority, Senior Secured Debtor in Possession Credit Agreement, dated as of April 9, 2012, among V2V and Vertrue, as borrowers, the other Debtors, as guarantors, the DIP Facility Agent, and the DIP Lenders party thereto.

1.34. “DIP Facility Agent” means Barclays Bank PLC, as administrative agent, collateral agent, sole lead arranger and sole bookrunner under the DIP Facility.

1.35. “DIP Lender” means any party that is or becomes a lender under the DIP Facility.

1.36. “DIP Order” means the *Final Order (I) Authorizing Debtors (A) To Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) To Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362,*

363 and 364, and (III) Granting Liens and Super-Priority Claims Pursuant to 11 U.S.C. § 364, entered by the Bankruptcy Court on April 23, 2012 [Dkt. No. 85].

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

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

1.39. “Disclosure Statement Order” means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code.

1.40. “Disputed Claim” means any Claim that has not been Allowed.

1.41. “Disputed GUC Reserve” has the meaning set forth in Section 6.12(a) herein.

1.42. “Distributable Cash” has the meaning set forth in Section 6.12(a) herein.

1.43. “Distribution” means the distribution in accordance with the terms of the Plan of: (a) Cash; (b) Holdings Reorganized Equity Interests; and (c) the New Term Loan, in each case, if any, and as the case may be.

1.44. “Distribution Record Date” means (i) with respect to any Claim other than a Class 2 First Lien Claim, the date that is one (1) business day after the Confirmation Date; and (ii) with respect to the Class 2 First Lien Claims, the Confirmation Date.

1.45. “Effective Date” means a day, as determined by the Debtors, subject to the prior written consent of the First Lien Agent, that is a Business Day after all conditions to the Effective Date set forth in Section 9.2 hereof have been satisfied, or waived by the Debtors and the First Lien Agent, as applicable.

1.46. “Equity Interest” means any share of common stock, membership interest or other instrument evidencing an ownership interest in a corporation, limited liability company or other entity, whether or not transferable, and any option, warrant or right, contractual or otherwise, to subscribe for or otherwise acquire any such interest.

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

1.48. “Estimation Order” means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under section 502(c) of the Bankruptcy Code) the Allowed amount of any Claim. The defined term Estimation Order includes the Confirmation

Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

1.49. “Excluded Parties” means (A) Paymentech, LLC, OEP, and each of their respective directors, officers, affiliates (other than Chase Lincoln First Commercial Corp.), agents, partners, members and representatives, including, but not limited to (i) the former members of the board of directors of Holdings who were employed by or affiliated with OEP (but excluding Gary Johnson and William Mirbach) and (2ii) the affiliates of OEP that hold or previously held common and/or preferred Equity Interests in Holdings prior to the Effective Date; (B) the State of Washington, the Attorney General for the State of Washington, the State of Washington Office of Insurance Commissioner, Mike Kriedler (in his capacity as State Insurance Commissioner), and any officers or employees of the State of Washington Office of Insurance Commissioner (in their capacity as such); and (C) the Designated Creditors and each of their respective directors, officers, agents, partners, members and representatives.

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

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

1.52. “Final Order” means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases, which has not been reversed, vacated or stayed, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial reargument or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause such order to not be a Final Order.

1.53. “First Lien Agent” means Barclays Bank PLC, in its capacity as administrative agent and/or collateral agent under the First Lien Facility.

1.54. “First Lien Claim” means any Claim under, or evidenced by, the First Lien Facility.

1.55. “First Lien Credit Agreement” means that certain First Lien Credit Agreement dated as of August 16, 2007, among the Debtors, the First Lien Agent, and the other First Lien Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

1.56. “First Lien Facility” means collectively: (a) the First Lien Credit Agreement and (b) the other First Lien Loan Documents (as defined in the First Lien Credit Agreement).

1.57. “First Lien Lenders” means, collectively, those entities identified as “Lenders” or Issuing Lender under the First Lien Credit Agreement.

1.58. “First Lien Letter of Credit” means that certain letter of credit in the amount of \$100,000 issued by the Issuing Lender under the First Lien Facility.

1.59. ~~1.58.~~ “First Lien Parties” means, collectively, the First Lien Agent and the First Lien Lenders.

1.60. ~~1.59.~~ “General Unsecured Claim” means any Claim that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, DIP Claim, Professional Fee Claim, First Lien Claim, Other Secured Claim, Second Lien Claim, a claim for U.S. Trustee Fees or an Intercompany Claim.

1.61. ~~1.60.~~ “Group Tax Returns” has the meaning set forth in Section 12.5(a) hereof.

1.62. ~~1.61.~~ “GUC Liquidating Trust” means the liquidating trust established pursuant to the Plan and the GUC Liquidating Trust Agreement for the benefit of the holders of Allowed General Unsecured Claims against any of the Debtors.

1.63. ~~1.62.~~ “GUC Liquidating Trust Agreement” means a liquidating trust agreement forming the GUC Liquidating Trust to be filed as part of the Plan Supplement.

1.64. ~~1.63.~~ “GUC Liquidating Trustee” means the Person selected by the Debtors, with the consent of the Committee, to be the trustee of the GUC Liquidating Trust as of the Effective Date, and such Person’s successors and assigns.

1.65. ~~1.64.~~ “Holdings” means Velo Holdings Inc., a Delaware limited liability company and one of the Debtors.

1.66. ~~1.65.~~ “Holdings Prepetition Equity Interests” means the prepetition Equity Interests in Holdings.

1.67. ~~1.66.~~ “Holdings Reorganized Equity Interests” means the stock of Reorganized Holdings on and after the Effective Date.

1.68. ~~1.67.~~ “Impaired” means, with reference to a Claim or Equity Interest, that the treatment of such Claim or Equity Interest under the Plan does not satisfy the requirements specified in either subsection 1124(1) or 1124(2) of the Bankruptcy Code.

1.69. ~~1.68.~~ “Initial GUC Distribution Date” has the meaning set forth in Section 6.12(b) herein.

1.70. ~~1.69.~~ “Intercompany Claim” means any Claim by any Debtor against any other Debtor.

1.71. ~~1.70.~~ “Key Employee Incentive Plan” means the incentive plan that was established for certain employees of the ACU Business and approved by the Bankruptcy Court pursuant to an Order entered on June 6, 2012 [Dkt. No. 232].

1.72. ~~1.71.~~ “New Term Loan” means that certain \$80,000,000 post-Effective Date first priority secured term loan to be made pursuant to the New Term Loan Agreement.

1.73. ~~1.72.~~ “New Term Loan Agreement” means that certain credit agreement (a substantially final form of which shall be included in the Plan Supplement) to be entered into on the Effective Date by and among Reorganized Holdings and ACU LLC, as ~~borrower~~ borrowers, Reorganized V2V, Reorganized Coverdell and certain of the post-Effective Date direct and indirect subsidiaries of ~~Reorganized Coverdell Holdings~~ Holdings, collectively as guarantors, Barclays Bank PLC, as administrative and collateral agent, and the First Lien Lenders or their nominees, as lenders, together with all amendments, supplements, ancillary agreements, notes, pledges, collateral agreements and other documents related thereto, which shall be in form and substance satisfactory to the Debtors and the First Lien Agent. ~~A substantially final form of the New Term Loan Agreement shall be included in the Plan Supplement.~~

1.74. ~~1.73.~~ “New Term Loan Obligations” means those certain obligations of Reorganized Holdings under the New Term Loan Agreement.

1.75. ~~1.74.~~ “OEP” means One Equity Partners LLC and its affiliates, but excluding Chase Lincoln First Commercial Corp.

1.76. ~~1.75.~~ “Other Priority Claim” means any Claim against any of the Debtors other than an Administrative Expense Claim, Professional Fee Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code.

1.77. ~~1.76.~~ “Other Secured Claim” means any Secured Claim other than the First Lien Claims. For the avoidance of doubt, the Second Lien Claims are not Other Secured Claims.

1.78. ~~1.77.~~ “Periodic GUC Distribution Date” has the meaning set forth in Section 6.12(c) herein.

1.79. ~~1.78.~~ “Person” means an individual, partnership, corporation, limited liability company, cooperative, trust, unincorporated organization, association, joint venture, government or agency or political subdivision thereof or any other form of legal entity.

1.80. ~~1.79.~~ “Petition Date” means: (i) as to all Debtors other than FreeScore LLC, April 2, 2012; and (ii) as to FreeScore LLC, May 4, 2012.

1.81. ~~1.80.~~ “Plan” or “Plan of Reorganization” means this joint chapter 11 plan of reorganization, including the exhibits and Plan Supplements hereto, as the same may be amended or modified from time to time, in accordance with the Bankruptcy Code and the terms of this Plan.

1.82. ~~1.81.~~ “Plan Supplement” means the compilation(s) of documents, including any exhibits to the Plan not included herewith, that the Debtors may file with the Bankruptcy Court on or before the date that is (a) five (5) Business Days prior to the Confirmation Hearing, or (b) set by the Court for the filing of such documents.

1.83. ~~1.82.~~ “Priority Tax Claim” means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code that is due and payable on or before the Effective Date. Any Claims asserted by a governmental unit on account of penalties not on account of an actual pecuniary loss shall not constitute Priority Tax Claims.

1.84. ~~1.83.~~ “Professional” means any professional retained in the Chapter 11 Cases in accordance with an order of the Bankruptcy Court issued pursuant to sections 327, 328 or 1103 of the Bankruptcy Code or any professional or other Person seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

1.85. ~~1.84.~~ “Professional Fee Claim” means a Claim under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional for services rendered or expenses incurred in the Chapter 11 Cases.

1.86. ~~1.85.~~ “Reinstated” means rendering a Claim or Equity Interest Unimpaired.

1.87. ~~1.86.~~ “Released Parties” means, collectively and individually: (a) the present and former directors (other than Excluded Parties), officers (including the Chief Restructuring Officer), members, employees, affiliates (other than Excluded Parties), agents, financial advisors, restructuring advisors, attorneys and representatives of or to the Debtors who acted in such capacities after the Petition Date; ~~and~~ (b) the DIP Facility Agent, the DIP Lenders, the First Lien Agent, the First Lien Lenders, the Second Lien Parties (subject to the proviso below), and each of their respective directors, officers, affiliates (other than ~~those that are identified as~~ Excluded Parties), agents, partners, members, financial advisors, restructuring advisors, attorneys and representatives (in each case, solely in their capacities as such) and (c) the Specified Neverblue Releasees; *provided, however*, that the Released Parties shall not include (i) any Second Lien Lender that files an objection to Confirmation of the Plan or (ii) any of the Second Lien Parties, if the Second Lien Agent files an objection to Confirmation of the Plan.

1.88. ~~1.87.~~ “Releasing Parties” means: (a) the DIP Facility Agent, on behalf of itself and its successors and assigns; (b) the DIP Lenders, on behalf of themselves and their successors and assigns; (c) the First Lien Agent, on behalf of itself and its successors and assigns; (d) the First Lien Lenders, on behalf of themselves and their successors and assigns; (e) the Second Lien Agent, on behalf of itself and its successors and assigns (subject to the proviso below); (f) the Second Lien Lenders, on behalf of themselves and their successors and assigns (subject to the proviso below); (g) the holders of General Unsecured Claims that either (1) have not voted to reject ~~or been deemed to reject~~ the Plan; or (2) have voted to reject the Plan but have not checked the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (h) the Committee and its members (solely in their capacity as members of the Committee but not in their capacity as individual creditors) and Professionals; and (i) the holders of Claims

Unimpaired by the Plan (with respect to the Persons identified in clauses (a) through (i), each in its capacity as such); *provided, however*, that the Releasing Parties shall not include (i) any Second Lien Lender that files an objection to Confirmation of the Plan or (ii) any of the Second Lien Parties, if the Second Lien Agent files an objection to Confirmation of the Plan.

1.89. ~~1.88.~~ “Reorganized Coverdell” means Coverdell & Company, Inc., as reorganized on and after the Effective Date (including any successor corporation, partnership or limited liability company by merger).

1.90. ~~1.89.~~ “Reorganized Debtor(s)” means the Debtors, or each Debtor, as reorganized on and after the Effective Date in accordance with the terms of the Plan.

1.91. ~~1.90.~~ “Reorganized Holdings” means Velo Holdings Inc., as reorganized on and after the Effective Date (including any successor corporation, partnership or limited liability company by merger).

1.92. ~~1.91.~~ “Reorganized V2V” means V2V Holdings LLC, as reorganized on and after the Effective Date in accordance with the terms of the Plan.

1.93. ~~1.92.~~ “Representatives” means, with respect to any Person, any officer, director, employee, affiliate, parent, investor, subsidiary, attorney, advisor, investment banker, financial advisor, accountant or other professional of such Person.

1.94. ~~1.93.~~ “Schedule of Assumed Executory Contracts and Unexpired Leases” has the meaning set forth in Section 8.1 herein.

1.95. ~~1.94.~~ “Schedules” means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, as such schedules and statements have been or may be supplemented or amended from time to time with the prior written consent of the First Lien Agent.

1.96. ~~1.95.~~ “Second Lien Agent” means Wilmington Trust, National Association, in its capacity as administrative agent and/or collateral agent under the Second Lien Facility.

1.97. ~~1.96.~~ “Second Lien Credit Agreement” means that certain Second Lien Credit Agreement, dated as of August 16, 2007, among the Debtors, the Second Lien Agent, and the other Second Lien Lenders party thereto (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time).

1.98. ~~1.97.~~ “Second Lien Claims” means the Claims held by the Second Lien Lenders under the Second Lien Facility.

1.99. ~~1.98.~~ “Second Lien Facility” means, collectively: (a) the Second Lien Credit Agreement and (b) the other Second Lien Loan Documents (as defined in the Second Lien Credit Agreement).

1.100. ~~1.99.~~ “Second Lien Lenders” means, collectively, the “Lenders” under the Second Lien Credit Agreement.

1.101. ~~1.100.~~ “Second Lien Parties” means, collectively, the Second Lien Agent and the Second Lien Lenders.

1.102. ~~1.101.~~ “Secured Claim” means a Claim, the amount of which (i) has been determined by a Final Order to be secured pursuant to section 506(a) and, if applicable, section 1111 of the Bankruptcy Code or (ii) in the absence of such Final Order, has been agreed by the Debtors to be secured with the prior written consent of the First Lien Agent.

1.103. “Specified Neverblue Releasees” means, collectively, Mobile Direct Media Inc., Neverblue Asia Limited, Neverblue Media Company, Neverblue Europe B.V. (Netherlands), Neverblue Europe Limited (UK), Playboost Media Inc., Redwillow Media Inc., and Send Interactive Media Inc. and each of their directors or officers (or similar functionaries) who both (i) served or were employed with any such entity at any time on or after the Petition Date through August 28, 2012, and (ii) were indemnified by any such entities as of August 28, 2012.

1.104. ~~1.102.~~ “Tax Code” means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury regulations promulgated thereunder.

1.105. ~~1.103.~~ “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and accrued interest thereon arising under 31 U.S.C. § 3717.

1.106. ~~1.104.~~ “Unclaimed Property” means any Cash unclaimed on or after the Effective Date or a date on which a Distribution would have been made in respect of the relevant Allowed Claim. Unclaimed Property shall include: (a) checks (and the funds represented thereby) and other property mailed to a Claim holder’s address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) not mailed or delivered because no Claim holder’s address to mail or deliver such property to was available.

1.107. ~~1.105.~~ “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.108. ~~1.106.~~ “Unimpaired” means, with reference to a Claim or Equity Interest, that the treatment of such Claim or Equity Interest under the Plan satisfies the requirements specified in either subsection 1124(1) or 1124(2) of the Bankruptcy Code.

1.109. ~~1.107.~~ “Vertrue” means debtor Vertrue LLC, a Delaware limited liability company and one of the Debtors.

1.110. ~~1.108.~~ “V2V” means V2V Holdings LLC, a Delaware limited liability company and one of the Debtors.

1.111. “WSD Procedures Order” has the meaning set forth in Section 12.3 of the Plan.

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

For purposes of the Plan, unless otherwise provided herein: (i) unless inappropriate based on the context in which a term is used, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (ii) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan or Confirmation Order or the terms of such document; (iii) any reference to a Person includes that Person's successors, assigns and affiliates; (iv) all references in the Plan to Sections and exhibits are references to Sections and exhibits of or to the Plan; (v) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (vi) captions and headings sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (vii) subject to the provisions of any contract, certificate of incorporation, by-laws, similar constituent document, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (viii) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

C. Appendices and Plan Documents.

The Plan Supplement and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Equity Interests may inspect a copy of such documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of such documents at the website of the Debtors' claims and noticing agent, Epiq Bankruptcy Solutions, LLC, at <http://dm.epiq11.com/V2V/Project>.

SECTION 2. ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS

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

Administrative Expense Claims, DIP Claims, Professional Fee Claims and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Section 3 of the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code.

2.2. Administrative Expense Claims.

- (a) The holder of an Administrative Expense Claim, other than the holder of:
- (1) a Professional Fee Claim;
 - (2) an Administrative Expense Claim that has been Allowed on or before the Effective Date;
 - (3) an Administrative Expense Claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor;

- (4) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course Professionals retained by the Debtors pursuant to an order of the Bankruptcy Court;
- (5) an Administrative Expense Claim held by a current officer, director or employee of the Debtors for indemnification, contribution, or advancement of expenses pursuant to (A) any Debtor's operating agreement, certificate of incorporation, by-laws, or similar organizational document or (B) any indemnification or contribution agreement approved by the Bankruptcy Court;
- (6) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses;
- (7) a U.S. Trustee Fee Claim;
- (8) a DIP Claim; or
- (9) an Intercompany Claim,

must file with the Bankruptcy Court and serve on the (i) Debtors or the Reorganized Debtors, as applicable, and (ii) the First Lien Agent, proof of such Administrative Expense Claim within thirty (30) days after the Effective Date (the "**Administrative Bar Date**"). Such proof of Administrative Expense Claim must include at a minimum: (A) the name of the applicable Debtor that is purported to be liable for the Administrative Expense Claim, and if the Administrative Expense Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (B) the name of the holder of the Administrative Expense Claim; (C) the amount of the Administrative Expense Claim; (D) the basis of the Administrative Expense Claim; and (E) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISALLOWED.**

(b) Except to the extent that a holder of an Allowed Administrative Expense Claim has been paid by the Debtors prior to the Effective Date or agrees to a less favorable or equal, but different, treatment, each such holder shall be paid, in full satisfaction, settlement and release of such Allowed Administrative Expense Claim, Cash in an amount equal to the amount of such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, or (ii) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes Allowed; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, at the option of the Reorganized Debtors or ACU LLC, shall be

paid in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

2.3. Professional Fee Claims.

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

2.4. Priority Tax Claims.

(a) Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, discharge and release of its Allowed Priority Tax Claim, (i) Cash in an amount equal to the amount of such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of the (a) Effective Date or (b) first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (ii) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years after the date of assessment of such Allowed Priority Tax Claim. The Reorganized Debtors and ACU LLC shall have the right to prepay an Allowed Priority Tax Claim at any time under this option. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as such obligations become due.

(b) No holder of an Allowed Priority Tax Claim shall be entitled to receive any payment on account of any penalty not representing compensation of an actual pecuniary loss arising with respect to or in connection with such Allowed Priority Tax Claim. Any such Claim or demand for any such penalty shall be deemed disallowed and expunged. The holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Debtors, the Reorganized Debtors, ACU LLC, the GUC Liquidating Trust, or their property.

2.5. DIP Claims.

On the Effective Date, all obligations under the DIP Facility (including the reasonable fees and expenses of the DIP Agent) shall be paid in full in Cash, and upon such payment, all of the Debtors' respective outstanding obligations, liabilities and indebtedness in

respect of the DIP Facility and all liens and security interests securing the same shall be satisfied, discharged, and terminated in full, and the Debtors shall have no further obligations, liabilities or indebtedness under the DIP Facility or any documents relating thereto, other than any obligations that may survive termination or maturity of the DIP Facility in accordance with its terms.

SECTION 3. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 General Rules of Classification.

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

Class	Claim Designation	Treatment	Entitled to Vote
1.	Other Priority Claims	Unimpaired	No (deemed to accept)
2.	First Lien Claims	Impaired	Yes
3.	Other Secured Claims	Unimpaired	No (deemed to accept)
4.	General Unsecured Claims	Impaired	Yes
5.	(Reserved)	(N/A)	(N/A)
6.	Second Lien Claims	Impaired	No (deemed to reject)
7.	Intercompany Claims	Impaired	No (deemed to reject)
8.	Equity Interests in Debtors	Impaired	No (deemed to reject)

3.2 Settlement of Certain Intercreditor Issues.

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute

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

3.3 Separate Classification of Each Debtor's Claims.

Claims against each individual Debtor have been classified together for purposes of describing treatment under the Plan. Solely to the extent required to support Confirmation of the Plan in the absence of consolidation provided for in Section 5.12 of the Plan, each Class of Claims against or Equity Interests in a Debtor shall be treated as being in a separate sub-Class for each Debtor for the purpose of voting on the Plan, and each Other Secured Claim shall be treated as being in a separate sub-Class.

3.4 Elimination of Vacant Classes.

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

3.5 Voting Classes.

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

SECTION 4. TREATMENT OF CLAIMS AND EQUITY INTERESTS

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

4.1. Other Priority Claims (Class 1).

Class 1 comprises the Other Priority Claims against the Debtors. Except to the extent that a holder of an Allowed Other Priority Claim agrees to a less favorable treatment, each holder of an Allowed Other Priority Claim shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for such Other Priority Claim, Cash in the full amount of such Allowed Other Priority Claim on the Effective Date or, if later, thirty (30) days after such Other Priority Claim becomes an Allowed Other Priority Claim.

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

4.2. First Lien Claims (Class 2).

Class 2 comprises the First Lien Claims against the Debtors. The First Lien Claims as of the Petition Date shall be Allowed in the aggregate amount of the Allowed Aggregate First Lien Claim Amount. On the Effective Date, each holder of a First Lien Claim shall receive the following Distributions, which together with such holder's share of (x) the \$20,000,000 principal amount of the First Lien Claims that became Roll Up DIP Loans (as defined in the DIP Order) and (y) the Cash paid to the First Lien Parties to reduce the Allowed Aggregate First Lien Claim Amount during the Chapter 11 Cases pursuant to the DIP Order, shall be in full satisfaction and release of such holder's First Lien Claim: (i) such holder's pro rata share of the New Term Loan; and (ii) such holder's pro rata share of the Holdings Reorganized Equity Interests. On or before the Effective Date, the First Lien Letter of Credit shall either be replaced or secured on terms reasonably acceptable to the Issuing Lender.

By operation of the Plan and acceptance of the Plan by Class 4, the First Lien Lenders shall be deemed to have waived Distributions from the GUC Liquidating Trust on account of the First Lien Claims in order to facilitate Confirmation of the Plan on a consensual basis; *provided, however*, that if Class 4 does not accept the Plan, the waiver described in this paragraph shall be rescinded.

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

4.3. Other Secured Claims (Class 3).

Class 3 comprises the Other Secured Claims against the Debtors. Unless a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, (i) each Allowed Other Secured Claim shall be Reinstated, or, at the option of the Debtors, the Reorganized Debtors or ACU LLC, as applicable, (ii) each holder of an Allowed Other Secured Claim shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Other Secured Claim, either (w) Cash in the full amount of such Allowed Other Secured Claim, including any postpetition interest allowed pursuant to section 506(b) of the Bankruptcy Code, (x) the net proceeds of the sale or disposition of the collateral securing such Allowed Other Secured Claim to the extent of the value of the holder's secured interest in such collateral, (y) the collateral securing such Allowed Other Secured Claim, or (z) such other Distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code.

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

4.4. General Unsecured Claims (Class 4).

Class 4 comprises the General Unsecured Claims. Class 4 is Impaired. Each holder of a General Unsecured Claim is entitled to vote to accept or reject the Plan. If Class 4 votes to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code, then on the

Effective Date, (a) the Debtors or the Reorganized Debtors shall contribute \$375,000.00 to the GUC Liquidating Trust and (b) holders of Allowed General Unsecured Claims shall become pro rata beneficiaries of the GUC Liquidating Trust. If Class 4 votes to reject the Plan in accordance with section 1126(c) of the Bankruptcy Code, then (i) holders of Allowed General Unsecured Claims shall not receive Distributions on account of such Claims, and (ii) Sections 5.12 and 6.21 of the Plan shall be deemed withdrawn from the Plan and shall have no force or effect.

4.5. Reserved.

4.6. Second Lien Claims (Class 6).

Class 6 comprises the Second Lien Claims. The Second Lien Claims shall be deemed Allowed in an aggregate amount equal to the amount of all accrued and unpaid Obligations (as defined in the Second Lien Credit Agreement) arising thereunder. In accordance with section 510(a) of the Bankruptcy Code and the subordination provisions of the relevant agreements, all Distributions to be made to the holders of Second Lien Claims shall be deemed Distributions payable to the First Lien Lenders, and pursuant to Section 4.2 of the Plan, the First Lien Lenders shall be deemed to have waived Distributions from the GUC Liquidating Trust on account of Second Lien Claims.

The Second Lien Claims are Impaired, as the holders of the Second Lien Claims will receive no Distribution on account of such Claims. The holders of Second Lien Claims shall not be entitled to vote on the Plan and shall be deemed to reject the Plan with respect to such Claims.

4.7. Intercompany Claims (Class 7).

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

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

4.8. Equity Interests in the Debtors (Class 8).

Class 8 comprises the Equity Interests in the Debtors. Each holder of a Holdings Prepetition Equity Interest shall receive no Distribution on account of such Equity Interest. All Holdings Prepetition Equity Interests, including all options and warrants, if any, to purchase Equity Interests in Holdings, shall be deemed cancelled as of the Effective Date.

The Equity Interests in Debtors other than Holdings shall not be cancelled and shall be Reinstated as of the Effective Date, solely for the purpose of maintaining the existing corporate structure of the Debtors, but subject to the corporate restructuring transactions described in Section 5.1 hereof.

Class 8 is Impaired. Each holder of a prepetition Equity Interest in the Debtors (including a Holdings Prepetition Equity Interest) is conclusively presumed to reject the Plan and is not entitled to vote to accept or reject the Plan.

SECTION 5. MEANS FOR IMPLEMENTATION

5.1. Restructuring Transactions.

(a) Prior to the Effective Date, Holdings shall create ACU LLC, with Holdings as its sole member. On or as of the Effective Date, the Distributions provided for under the Plan shall be effectuated pursuant to the following transactions:

- (1) V2V shall contribute to ACU LLC all of its Equity Interests in Vertrue, FYI Direct, Inc., non-Debtor Adaptive Affinity Ltd. and non-Debtor FYI Direct Canada Corp. (CFC);
- (2) the Debtors (other than Vertrue, its direct and indirect Debtor subsidiaries and FYI Direct, Inc.) shall contribute their ACU Assets to ACU LLC: ~~(i) all Cash, deposit accounts, accounts, contract rights, reversionary interests, general intangibles, intellectual property and other assets of such Debtors relating to the ACU Business and (ii) all claims and Causes of Action of such Debtors and such Debtors' Estates against non-Debtor parties (other than certain excluded claims and Causes of Action identified in the Plan Supplement);~~
- (3) all prepetition Equity Interests in Holdings shall be cancelled, and, subject to Section 5.1(b) below, Reorganized Holdings shall issue 100% of the Holdings Reorganized Equity Interests pro rata to the holders of First Lien Claims;
- (4) subject to Section 5.1(b) below, (i) Reorganized Holdings shall continue to own, directly or indirectly, the Equity Interests in its remaining subsidiaries, including ACU LLC, and (ii) except as otherwise provided herein, the property of each Debtor's Estate shall vest in the applicable Reorganized Debtor free and clear of all liens, Claims, encumbrances and interests;
- (5) Reorganized Holdings shall incur the New Term Loan Obligations; and
- (6) the releases, exculpations and injunctions provided for herein, which are an essential element of Debtors' restructuring transactions, shall become effective.

(b) Notwithstanding the foregoing or any other provision of the Plan, on the Effective Date, if a buyer of the Coverdell Business is selected by the First Lien Agent (with the approval of the requisite First Lien Lenders) prior to the Effective Date and the Debtors are so directed by the First Lien Agent, then: (i) the Debtors shall cause (Y) the membership interests in ACU LLC to be distributed, pro rata, to the holders of First Lien Claims and (Z) the Holdings Reorganized Equity Interests to be distributed to an entity designated by the First Lien Agent; (ii)

the New Term Loan Agreement shall be modified, on terms acceptable to the First Lien Agent, to eliminate Reorganized Velo, Reorganized V2V, Reorganized Coverdell and its subsidiaries as loan parties and pledged subsidiaries with respect to the New Term Loan; and (iii) the Plan shall be modified to address any obligations of Reorganized Holdings under the Plan that will be assumed by ACU LLC as a result of the sale of the Holdings Reorganized Equity Interests.

(c) In addition to the foregoing transactions, the Debtors, subject to the prior written consent of the First Lien Agent, may, and at the direction of the First Lien Agent, shall, cause any of the Debtors, the Reorganized Debtors or ACU LLC to engage in additional corporate restructuring transactions necessary or appropriate for the purposes of implementing the Plan, including, without limitation, converting corporate entities into limited liability companies, merging, dissolving or transferring assets between or among the Debtors, the Reorganized Debtors and/or ACU LLC, as applicable.

5.2. Corporate Action

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

(b) On or (as applicable) prior to the Effective Date, the appropriate officers of each respective Debtor, Reorganized Debtor or ACU LLC (including, any vice-president, president, chief executive officer, Chief Restructuring Officer, treasurer or chief financial officer of any of the foregoing), as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Reorganized Debtor or ACU LLC, including (i) the organizational documents of the applicable Reorganized Debtor, which shall include, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, and (ii) any and all other agreements, documents, securities and instruments relating to the foregoing. The secretary or assistant secretary of the appropriate Debtor, Reorganized Debtor or ACU LLC, as applicable, shall be authorized to certify or attest to any of the foregoing actions. The authorizations and approvals contemplated by this Section shall be effective notwithstanding any requirements under nonbankruptcy law.

5.3. Continued Corporate Existence of Reorganized Debtors.

Except as provided for herein (including with respect to the Debtors' right or obligation to cause any of the Debtors to engage in additional corporate restructuring transactions

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

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

5.4. Joint Chapter 11 Plan.

The Plan is a joint chapter 11 plan for each of the Debtors, with the Plan for each Debtor being non-severable and mutually dependent on the Plan for each other Debtor.

5.5. Payment of Certain Fees and Expenses.

On the Effective Date, the Reorganized Debtors shall pay in Cash the reasonable fees and expenses of the First Lien Agent under the First Lien Facility.

5.6. Cancellation of Agreements and Securities.

Except (i) for purposes of evidencing a right to a Distribution under the Plan, (ii) with respect to Executory Contracts or Unexpired Leases assumed by the Debtors, or (iii) as otherwise provided herein, all the agreements and other documents evidencing the Claims, Equity Interests or rights of any holder of an Impaired Claim or prepetition Equity Interest under the Plan shall be cancelled on the Effective Date; *provided, however*, that (a) the DIP Facility shall continue in effect solely with respect to any obligations thereunder governing the relationship between the DIP Agent and the DIP Lenders (including but not limited to those provisions relating to the DIP Agent's rights to expense reimbursement, indemnification and similar amounts) or that may survive termination or maturity of the DIP Facility in accordance with the terms thereof; and (b) the First Lien Credit Agreement shall continue in effect solely with respect to any obligations thereunder governing the relationship between the First Lien Agent and the First Lien Lenders (including but not limited to those provisions relating to the First Lien Agent's rights to expense reimbursement, indemnification and similar amounts) or that may survive termination or maturity of the First Lien Facility in accordance with the terms thereof.

5.7. Directors and Officers of Reorganized Debtors; GUC Liquidating Trustee

On the Effective Date, the term of each member of the current board of directors of each Reorganized Debtor shall automatically expire. Subject to any requirement of Bankruptcy

Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the board of directors of Reorganized Holdings, and the boards of directors or managers, as applicable, of the other Reorganized Debtors and ACU LLC, will consist of certain individuals to be selected by the First Lien Lenders and identified in the Plan Supplement. The initial GUC Liquidating Trustee shall be named in the Plan Supplement.

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

Unless specifically provided to the contrary in the Plan Supplement: (i) all of the insurance policies (including any and all directors' and officers' liability and fiduciary (including ERISA) insurance or tail policies in existence as of the Effective Date) for Debtors whose Equity Interests do not constitute part of the ACU Assets shall be assumed by the applicable Reorganized Debtor and shall continue in full force and effect in accordance with their terms; and (ii) all of the insurance policies (including any and all directors' and officers' liability and fiduciary (including ERISA) insurance or tail policies in existence as of the Effective Date) for Debtors whose Equity Interests constitute part of the ACU Assets shall ~~be~~, at the option of the Debtors with the consent of the First Lien Agent, either be (x) assumed by the applicable Reorganized Debtor or (y) assumed and assigned to ACU LLC, and each such policy shall continue in full force and effect in accordance with ~~their~~its terms. Each insurance carrier under such policies shall continue to honor and administer the policies with respect to the Reorganized Debtors or ACU LLC, as applicable, in the same manner and according to the same terms and practices applicable to the Debtors prior to the Effective Date. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover claims against the Debtors or any other Person. Holders of Claims which are eligible to be satisfied, in whole or in part, through any such policy shall be obligated, as a condition to receiving any Distributions under the Plan, to seek recovery or assist the Debtors in seeking recovery under such policies with regard to such Claims.

Except to the extent inconsistent with the Plan, the obligations of each Debtor to indemnify any individual, other than an Excluded Party, who is serving or served as one of such Debtor's directors, officers or employees on or after the Petition Date by reason of such individual's service in such a capacity or as a director, officer or employee, to the extent provided in the applicable certificates of incorporation, by-laws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with such Debtor, will be deemed and treated as executory contracts that are assumed by each Reorganized Debtor (and, as applicable, assigned to ACU LLC) pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification obligations with respect to individuals other than Excluded Parties will survive and be unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date.

5.9. Sources of Consideration for Plan Distributions.

Except as otherwise provided in the Plan or the Confirmation Order, all funds necessary to make Distributions pursuant to the Plan shall be obtained from the Cash balances of the Debtors, Reorganized Debtors or ACU LLC (as applicable) on the Effective Date or such subsequent dates on which Distributions are payable.

5.10. Limited Substantive Consolidation for Voting and Distribution.

The Debtors shall be substantively consolidated for the limited purposes of voting on the Plan and Distributions provided for under the Plan as provided herein. The Debtors shall not be substantively consolidated for any other purpose. The Plan shall serve as, and shall be deemed to be, a motion for the substantive consolidation to the extent provided for in this Section.

5.11 Solicitation of Debtors.

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

5.12 Cessation of Acceptance of Organic Subscribers at ACU Business.

If Class 4 votes to accept the Plan, then from and after April 2, 2014, neither ACU LLC nor any of its direct or indirect subsidiaries shall accept any new customers who attempt to subscribe to services provided by the ACU Business. If Class 4 does not vote to accept the Plan, this Section 5.12 shall be deemed withdrawn from the Plan and shall have no force or effect, and neither ACU LLC nor any of its direct or indirect subsidiaries shall be obligated to refuse any new customers who attempt to subscribe to services provided by the ACU Business.

SECTION 6. DISTRIBUTIONS

6.1. Distribution Record Date.

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

6.2. Date of Distributions.

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

6.3. No Recourse.

No holder of a Claim shall have recourse to the Reorganized Debtors, ACU LLC or the GUC Liquidating Trust (or any property of the foregoing), other than with regard to the enforcement of rights or Distributions under the Plan.

6.4. Disputed Identity of Claim Holder.

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

6.5. GUC Liquidating Trustee.

If Class 4 accepts the Plan, then the GUC Liquidating Trustee shall make all Distributions required under the Plan (including Section 6.12 hereof) to be made out of the GUC Liquidating Trust to the holders of Allowed General Unsecured Claims in accordance with the Plan and the GUC Liquidating Trust Agreement. The GUC Liquidating Trustee shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder, (ii) make all Distributions contemplated hereby, and (iii) exercise such other powers as may be vested in it by order of the Bankruptcy Court, pursuant to the Plan or the GUC Liquidating Trust Agreement. The GUC Liquidating Trustee shall maintain an accurate register of General Unsecured Claims and the status of each.

The GUC Liquidating Trustee shall receive, without further Bankruptcy Court approval, compensation solely from the assets of the GUC Liquidating Trust and in accordance with the terms of the GUC Liquidating Trust Agreement, which compensation terms shall be described in the Plan Supplement, and shall otherwise have no recourse or claims against the Reorganized Debtors, ACU LLC or any other party. The GUC Liquidating Trustee shall not be required to give any bond, surety or other security for the performance of its duties.

6.6. Release of Liens.

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

6.7. Disbursing Agents.

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

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

(c) Except as provided otherwise in this Plan or ordered by the Bankruptcy Court, (i) the amount of any reasonable fees and expenses incurred by the GUC Liquidating Trustee as Disbursing Agent on or after the Effective Date (including without limitation, reasonable attorneys' fees and expenses) shall be paid solely from the assets of the GUC Liquidating Trust; and (ii) the amount of any reasonable fees and expenses incurred by any other Disbursing Agent (including without limitation, reasonable attorneys' fees and expenses) shall be paid in Cash by Reorganized Holdings.

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

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

6.8. Surrender of Securities or Instruments.

As a condition to receiving any Distribution or release under the Plan, if requested by the Debtors, the Reorganized Debtors or ACU LLC, as applicable, each holder of a certificated instrument or note (other than the First Lien Agent or an any First Lien Lender in its capacity as such) must surrender such instrument or note held by it to the Reorganized Debtors and execute such documents and instruments as the Debtors or the Reorganized Debtors require to effectuate and further evidence the terms and conditions of the Plan. Any holder of such instrument or note that fails to (i) surrender such instrument or note or execute such documents and instruments as the Debtors require, or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Reorganized Debtors and furnish a bond in form, substance, and amount reasonably satisfactory to the Reorganized Debtors before the first anniversary of the Effective Date, shall be deemed to have forfeited all rights, Claims or releases and may not participate in any Distribution or release hereunder. Any Distribution so forfeited shall become property of the Reorganized Debtors or ACU LLC, as applicable.

6.9. Delivery of Distributions; Unclaimed Property.

(a) Subject to Bankruptcy Rule 9010, all Distributions to any holder of an Allowed Claim shall be made by the Reorganized Debtors, the GUC Liquidating Trustee, or ACU LLC, as applicable, which shall transmit such Distribution to the last known address of the applicable holders of Allowed Claims. In the event that any Distribution to any holder is returned as undeliverable, the Reorganized Debtors, the GUC Liquidating Trustee or ACU LLC, as applicable, shall use reasonable efforts to determine the current address of such holder, but no Distribution to such holder shall be made unless and until the Reorganized Debtors, the GUC Liquidating Trustee or ACU LLC, as applicable, has determined the then-current address of such holder, at which time such Distribution shall be made to such holder without interest.

(b) The Reorganized Debtors, the GUC Liquidating Trustee or ACU LLC, as applicable, shall hold all Unclaimed Property for the benefit of the holders of Claims entitled thereto under the terms of the Plan. Except with respect to Unclaimed Property held by the GUC Liquidating Trust, at the end of one (1) year following the relevant date on which a Distribution was made of particular Cash, the holders of Allowed Claims theretofore entitled to Unclaimed Property held pursuant to this Section shall be deemed to have forfeited such property, whereupon all right, title and interest in and to such property shall immediately and irrevocably revert in the Reorganized Debtors or ACU LLC, as applicable, such holders shall cease to be entitled thereto and (a) any such Unclaimed Property that is Cash shall be property of the Reorganized Debtors or ACU LLC, as applicable, free and clear of any restrictions thereon. Unclaimed Property held by the GUC Liquidating Trust shall be distributed in accordance with Section 6.12 of the Plan.

6.10. Distributions on Account of Allowed Claims Only.

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

6.11. Funding of the GUC Liquidating Trust.

All Distributions to holders of Allowed General Unsecured Claims shall be made solely by the GUC Liquidating Trustee from the assets of the GUC Liquidating Trust. The Debtors shall have no obligation to fund Distributions to holders of Allowed General Unsecured Claims or to pay any fees or expenses incurred by the GUC Liquidating Trustee beyond the funding of the GUC Liquidating Trust as provided in the Plan and in the GUC Liquidating Trust Agreement. Funds in the GUC Liquidating Trust shall be distributed by the GUC Liquidating Trustee to the holders of Allowed General Unsecured Claims pursuant to the Plan and the GUC Liquidating Trust Agreement.

6.12. Distributions to Holders of General Unsecured Claims.

If the Class of General Unsecured Claims votes to accept the Plan:

(a) The GUC Liquidating Trustee shall set aside and reserve, from the funds in the GUC Liquidating Trust, for the benefit of each holder of a Disputed General Unsecured Claim, an amount equal to the Distribution from the GUC Liquidation Trust to which the holder of such Disputed Claim would be entitled if such Disputed Claim were an Allowed General Unsecured

Claim, in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) an amount mutually agreed between the GUC Liquidating Trustee and the holder of such Disputed Claim, or (iii) if no agreement has been reached and no Estimation Order has been entered with respect to such Disputed Claim, the greater of (A) the amount listed in the Schedules and (B) the amount set forth in a proof of claim or application for payment filed with the Bankruptcy Court, or pursuant to an order of the Bankruptcy Court entered in the Chapter 11 Cases, in each case with respect to such General Unsecured Claim. Such reserved amounts, collectively, shall constitute the “Disputed GUC Reserve”, and the difference between (y) the amount so reserved for each such General Unsecured Claim and (z) the amount of federal, state and local taxes paid by the GUC Liquidating Trustee with respect to such Claim shall constitute the maximum Distribution amount to which the holder of such Claim may ultimately become entitled from the GUC Liquidating Trust if such holder’s Claim (or a portion thereof) becomes an Allowed General Unsecured Claim. The balance of the funds in the GUC Liquidating Trust, net of any amounts reserved by the GUC Liquidating Trustee to pay fees and expenses, shall be deemed to be “Distributable Cash”.

(b) As soon as reasonably practicable after the Effective Date, the GUC Liquidating Trustee shall distribute to each holder of an Allowed General Unsecured Claim such holder’s pro rata share of the Distributable Cash. The date of such Distributions shall be the “Initial GUC Distribution Date”.

(c) No Distributions shall be made from the GUC Liquidating Trust with respect to a Disputed General Unsecured Claim until the resolution of such Claim by agreement with the GUC Liquidating Trustee or a Final Order. On or as soon as reasonably practicable after the first Business Day of the next calendar year (each such date, a “Periodic GUC Distribution Date”) after a Disputed General Unsecured Claim becomes an Allowed Claim, the GUC Liquidating Trustee shall distribute to the holder thereof Cash, from the Disputed GUC Reserve, in an amount equal to the aggregate amount of Cash that would have been distributed to such holder in respect of such Claim had such Claim been an Allowed General Unsecured Claim, in the amount in which it is ultimately allowed, on the Initial GUC Distribution Date and any previously occurring Periodic GUC Distribution Dates. Any holder of a General Unsecured Claim whose Claim is so allowed after the tenth (10th) day prior to the next Periodic GUC Distribution Date shall receive its initial Distribution on the next succeeding Periodic GUC Distribution Date following such Periodic GUC Distribution Date. Subsequent distributions to holders of such Claims shall be made in accordance with subsection (e) of this Section.

(d) To the extent all or a portion of a Disputed General Unsecured Claim becomes disallowed or is reclassified, any Cash previously reserved for such portion of such Disputed General Unsecured Claim shall become Distributable Cash. Any Unclaimed Property distributed to holders of Allowed General Unsecured Claims from the GUC Liquidating Trust shall be deemed Distributable Cash at the end of one (1) year following the date on which such Cash was initially distributed, and the holders of Allowed General Unsecured Claims theretofore entitled to such Unclaimed Property shall be deemed to have forfeited such property.

(e) On each Periodic GUC Distribution Date, the GUC Liquidating Trustee shall distribute to each holder of an Allowed General Unsecured Claim each such holder’s pro rata share of the Distributable Cash remaining on such date. Periodic GUC Distribution Dates shall

continue to occur until (Y) all Disputed General Unsecured Claims have been resolved; and (Z) all Unclaimed Property or other assets that may become Distributable Cash pursuant to Section 6.12(d) or other applicable provisions hereof shall have become Distributable Cash.

(f) On the first Business Day that is ten (10) days after the date on which all of the events described in clauses (Y) and (Z) of Section 6.12(e) hereof shall have occurred, or such later date as is reasonably practicable, the GUC Liquidating Trustee shall distribute to each holder of an Allowed General Unsecured Claim such holder's pro rata share of the remaining Distributable Cash.

6.13. Manner of Payment under the Plan.

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

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

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

6.15. Withholding and Reporting Requirements.

(a) In connection with the Plan and all Distributions thereunder, any Person making Distributions under the Plan, including the Reorganized Debtors, ACU LLC and the GUC Liquidating Trustee, shall, to the extent applicable, as determined in its sole discretion, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions under the Plan shall be subject to any such withholding and reporting requirements. The Reorganized Debtors, ACU LLC and the GUC Liquidating Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements. All Persons holding Claims shall be required to provide any information necessary to affect information reporting and the withholding of such taxes. Notwithstanding any other provisions of the Plan to the contrary, (a) each holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distributions, and (b) no Distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors, ACU LLC or the GUC Liquidating Trustee, as applicable, for the payment and satisfaction of such tax obligations. Any Cash and/or other consideration or

property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an Unclaimed Property pursuant to Section 6.9(b) herein. Any Person issuing any instruments or making any Distribution under the Plan has the right, but not the obligation, to not make a Distribution until such holder has made arrangements satisfactory to such issuing or distributing Person for payment of, or compliance with, any such tax obligations. A failure to comply with a request to comply with reporting requirements for a period of 180 days from the date of notice shall result in an automatic disallowance of the Claim(s) held by the Person failing to comply. Any Cash not distributed on account of a Claim as provided herein shall be treated as Unclaimed Property and be distributed by or vest in ACU LLC, the Reorganized Debtors or the GUC Liquidating Trust, as applicable.

(b) The GUC Liquidating Trust Agreement will require all parties (including the Debtors, the GUC Liquidating Trustee, and the GUC Liquidating Trust's beneficiaries) to treat the transfer of assets by the Debtors to the GUC Liquidating Trust, for United States federal income tax purposes, as a transfer of such assets directly to the beneficiaries of the GUC Liquidating Trust, followed by the transfer of such assets by the beneficiaries to the GUC Liquidating Trust. The GUC Liquidating Trust Agreement will also require the Debtors, the GUC Liquidating Trustee and the beneficiaries thereof to value the assets (and any assumed liabilities) consistently for United States federal and other income tax purposes, and to treat the GUC Liquidating Trust as a grantor trust of which the GUC Liquidating Trust's beneficiaries are the owners and grantors. As a consequence, the GUC Liquidating Trust's beneficiaries (and any subsequent transferees of interests in the GUC Liquidating Trust) will be treated for United States federal income tax purposes as the direct owners of a specified undivided interest in the assets of the GUC Liquidating Trust (which assets will have a tax basis equal to their fair market value on the date transferred to the GUC Liquidating Trust). The GUC Liquidating Trust Agreement will provide that the GUC Liquidating Trust will allocate items of income, gain, loss, expense and other tax items to its beneficiaries in accordance with their relative beneficial interest.

6.16. Setoffs.

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

6.17. Distributions After Effective Date.

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

6.18. Allocation of Distributions Between Principal and Interest.

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

6.19. Postpetition Interest on Claims.

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the Allowed amount of such Claim. Except as provided in the DIP Facility (which, for the avoidance of doubt, shall accrue and be paid postpetition interest in accordance with the terms set forth in the agreements governing the DIP Facility), or any Other Secured Claims on which postpetition interest is allowed under section 506 of the Bankruptcy Code, interest shall not accrue on or after the Petition Date.

6.20. Minimum Distributions.

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

6.21. Agreement Not to Prosecute Certain Avoidance Actions.

Notwithstanding anything to the contrary herein, if Class 4 votes to accept the Plan, then neither ACU LLC nor any other Person shall pursue any Avoidance Actions against current or former trade creditors of the Debtors except those creditors which: (i) are Designated Creditors, (ii) have voted to reject the Plan or (iii) have checked the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan. If Class 4 does not vote to accept the Plan, then (x) this Section 6.21 (other than subparagraph (y) below) shall be deemed withdrawn from the Plan and shall have no force or effect, and (y) the Reorganized Debtors and ACU LLC shall have the right to pursue all Avoidance Actions.

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

7.1. Objections to Claims.

After the Effective Date, (i) only the GUC Liquidating Trustee shall be entitled to object to Disputed General Unsecured Claims and (ii) only ACU LLC (with respect to Claims against the ACU Debtors) or the Reorganized Debtors shall be entitled to object to all other Disputed Claims. Further, after the Effective Date, (i) only the GUC Liquidating Trustee shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to

Disputed General Unsecured Claims, and (ii) only ACU LLC (with respect to Claims against the ACU Debtors) and the Reorganized Debtors shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to Claims other than Disputed General Unsecured Claims.

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

7.2. Payments and Distributions with Respect to Disputed Claims.

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

7.3. Estimation of Claims.

On request of a party in interest, the Bankruptcy Court may estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code or other applicable law by issuing an Estimation Order, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim pursuant to an Estimation Order, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors, ACU LLC or the GUC Liquidating Trustee, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.4. Preservation of Rights to Pursue and Settle Claims.

Except with respect to Causes of Action released by the Debtors and the Reorganized Debtors pursuant to Section 10.5(a) of the Plan, and subject to Section 6.21 of the Plan (if applicable), the applicable Reorganized Debtors, with respect to their Causes of Action, and ACU LLC, with respect to Causes of Action contributed to or owned (directly or indirectly) by it, each, in accordance with section 1123(b) of the Bankruptcy Code, shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, rights, Causes of Action, suits, and proceedings, whether in law or in equity, whether known or unknown, that they each may respectively hold against any Person without the approval of the Bankruptcy Court, subject to the terms of Section 7.1 hereof, the Confirmation Order and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. Without limiting the foregoing, all rights, claims and Causes of Action against the Excluded Parties are specifically

preserved.

7.5. Disallowed Claims.

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

SECTION 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. Debtors’ Executory Contracts and Unexpired Leases.

(a) Pursuant to sections 365(a) and 1123(b) of the Bankruptcy Code, all Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, other than any Executory Contract or Unexpired Lease that: (i) has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date; (ii) as to which a motion for approval of the assumption of such Executory Contract or Unexpired Lease has been filed and served prior to the Confirmation Date; or (iii) that is specifically designated as an Executory Contract or Unexpired Lease to be assumed (or assumed and assigned to ACU LLC) on the “Schedule of Assumed Executory Contracts and Unexpired Leases” to be included in the Plan Supplement, which shall be acceptable to the First Lien Agent; *provided, however*, that the Debtors reserve the right, on or prior to the Confirmation Date, with the prior written consent of the First Lien Agent, to amend the Schedule of Assumed Executory Contracts and Unexpired Leases to delete any Executory Contract or Unexpired Lease therefrom or add any Executory Contract or Unexpired Lease thereto, in which event such Executory Contract or Unexpired Lease shall be deemed to be, respectively, assumed or rejected. The Debtors shall provide notice of any amendments to the Schedule of Assumed Executory Contracts and Unexpired Leases to the parties to such contracts that are affected thereby. The listing of a document on the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

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

8.2. Cure of Defaults.

(a) Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any Executory Contract or Unexpired Lease to be assumed or assumed and assigned pursuant to Section 8.1 hereof, the Debtors shall, pursuant to the provisions

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

(b) The Reorganized Debtors shall be responsible for the payment of any cure amounts due under section 365 of the Bankruptcy Code with respect to the Executory Contracts and Unexpired Leases assumed by the Debtors; *provided, however*, that ACU LLC shall be responsible for the payment of any cure amounts due under section 365 of the Bankruptcy Code with respect to any Executory Contracts and Unexpired Leases assumed by the Debtors and assigned to ACU LLC.

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

Claims arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan must be filed with the Bankruptcy Court and served upon the Reorganized Debtors and the GUC Liquidating Trustee no later than thirty (30) days after: (i) in the case of an Executory Contract or Unexpired Lease that was terminated or expired by its terms prior to the Confirmation Date, the Confirmation Date; (ii) in the case of an Executory Contract or Unexpired Lease rejected by any Debtor, the date of the entry of the order of the Bankruptcy Court authorizing such rejection (including the Confirmation Order with respect to Executory Contracts and Unexpired Leases that have not previously been assumed or rejected and that are rejected by operation of the Plan), or (iii) in the case of an Executory Contract or Unexpired Lease that is removed from the Schedule of Assumed Executory Contracts and Unexpired Leases, the date that such amendment is served on the parties to the removed Unexpired Lease or Executory Contract. All such Claims not filed within such time shall be forever barred from assertion against the Debtors, their Estates, the Reorganized Debtors, the GUC Liquidating Trust, ACU LLC and their property.

Any counterparty to a rejected Executory Contract or Unexpired Lease holding any security for any of the Debtors' obligations thereunder (including but not limited to any security deposits, escrow funds, reserves, receivables or letter of credit proceeds) must, within five (5) days after filing any Claim arising out of the rejection, or such other time as agreed to by the Reorganized Debtors: (i) return to the Reorganized Debtors all security in excess of the amount of such Claim, together with a statement setting forth an accounting of any amounts not returned to the Reorganized Debtors and the basis for withholding such amounts; and (ii) if the counterparty asserts a right of setoff and/or other right to apply the security toward satisfaction of the counterparty's Claim, provide the Reorganized Debtors with a statement identifying with

particularity the basis for the counterparty's right of setoff or other right to apply the security toward satisfaction of the counterparty's Claim. In the event a dispute exists among the Reorganized Debtors and the counterparty as to any issue or matter set forth in this paragraph, including the amount of or application of any security to rejection damages, the Reorganized Debtors shall be authorized to seek resolution of the dispute by the Bankruptcy Court and/or seek an Order of the Bankruptcy Court compelling turnover of any security, as applicable, at the option of the Reorganized Debtors, pursuant to any of: (i) a motion to compel turnover of such security, (ii) an objection to the Claim, or (iii) an adversary proceeding, including an adversary proceeding containing an objection to the Claim.

8.4. Restrictions on Assignment Void.

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

8.5. Post-Effective Date Key Employee Incentive Plans; Severance Programs.

(a) The Key Employee Incentive Plan, subject to modifications contained in the Plan Supplement, if any, shall remain in effect after the Effective Date with respect to employees of the ACU Business,. On the Effective Date, Coverdell shall adopt an incentive plan for employees of the Coverdell Business, the terms of which shall be included in the Plan Supplement.

(b) On the Effective Date, the Reorganized Debtors and ACU LLC shall adopt severance programs for non-management employees of the ACU Business (the "ACU Severance Program") and the Coverdell Business (the "Coverdell Severance Program"). The terms of the ACU Severance Program and the Coverdell Severance Program shall be included in the Plan Supplement; *provided, however*, that the ACU Severance Program shall be consistent with the Debtors' severance program for non-management employees existing prior to the Effective Date.

8.6. Workers' Compensation Programs.

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

SECTION 9. CONDITIONS PRECEDENT.

9.1. Conditions Precedent to Confirmation.

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

- (a) The terms and provisions of the Plan shall be satisfactory to the First Lien Agent;
- (b) the Bankruptcy Court shall have entered a Final Order, in form and substance satisfactory to the Debtors and the First Lien Agent, approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; and
- (c) the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and the First Lien Agent.

9.2. Conditions Precedent to the Effective Date.

The occurrence of the Effective Date of the Plan is subject to the satisfaction or waiver in whole or in part by the Debtors, subject to the prior written consent of the First Lien Agent, of the following conditions precedent:

- (a) the Confirmation Order, in form and substance reasonably satisfactory to the Debtors and the First Lien Agent, shall be a Final Order;
- (b) all material contracts required for the operation of the Debtors' businesses shall have been assumed or replaced on terms satisfactory to the First Lien Agent;
- (c) the Debtors shall have made arrangements for one or more replacement credit card processors to have the ability to perform the services for the Reorganized Debtors, ACU LLC and their Affiliates from and after the Effective Date that were previously performed for the Debtors, ACU LLC and their Affiliates by Paymentech LLC;
- (d) ~~(e)~~ the treatment of Intercompany Claims shall be satisfactory to the First Lien Agent;
- (e) ~~(d)~~ the Debtors' minimum aggregate available Cash on hand (excluding Cash held in fiduciary accounts) shall be ~~[\$ ———]~~ \$10,000,000, or such ~~lower~~ other amount that is reasonably acceptable to the First Lien Agent and the Debtors;
- (f) ~~(e)~~ all actions and all agreements, instruments or other documents necessary to implement the Plan shall have been effected or executed and delivered, as applicable, and shall be acceptable to the First Lien Agent; and

(g) ~~(f)~~ the Debtors shall have received all authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents in connection with consummation of the Plan that are required by law, regulation, or order.

9.3. Effect of Failure of Conditions to Effective Date.

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

9.4. Waiver of Conditions.

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

SECTION 10. EFFECT OF CONFIRMATION

10.1. Vesting of Assets.

Except as otherwise provided herein, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates (including, subject to any release provided for herein, any claim, right or Cause of Action, including Avoidance Actions, which may be asserted by or on behalf of the Debtors) shall be vested in the Reorganized Debtors or ACU LLC, as applicable, free and clear of all Claims, liens, encumbrances, charges, and other interests. After the Effective Date, neither the Reorganized Debtors nor ACU LLC shall have any liability to holders of Claims or Equity Interests other than as provided for herein. As of the Effective Date, Reorganized Holdings shall be deemed to have incurred the New Term Loan Obligations pursuant to the New Term Loan Agreement. As of the Effective Date, the Reorganized Debtors and ACU LLC may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided herein.

10.2. Discharge of Claims Against the Debtors and Termination of Equity Interests.

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

enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim or Equity Interest against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC, the GUC Liquidating Trustee or any of their assets or properties based on any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest.

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

For the avoidance of doubt, and subject in all respects to Section 10.5 of the Plan, Section 10.2 of the Plan shall not release direct claims held by non-Debtor Persons against other non-Debtor Persons.

10.3. Term of Injunctions or Stays.

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

10.4. Injunction against Interference with the Plan.

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

10.5. Releases.

(a) *Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, for good and valuable consideration, including the Distributions to be made hereunder, the Debtors, their Estates and any person seeking to exercise the rights of the Debtors' Estates, including, without limitation, the GUC Liquidating Trustee and any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to unconditionally and forever release, waive, and discharge each Released Party from any and all claims (as such term is defined in section 101(5) of the Bankruptcy Code), obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whatsoever in connection with or related in any way to the Debtors, the operation of the Debtors' businesses, the incurrence by the Debtors of any indebtedness or the use of proceeds thereof, the Chapter 11 Cases, and the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; provided, however, that nothing in this Section 10.5(a) shall be deemed to (i) prohibit the Debtors, the Reorganized Debtors or ACU LLC from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against (A) the Excluded Parties, (B) any current or former employee that are based on an alleged breach of a confidentiality, non-compete, or any other contractual obligation owed to the Debtors on or prior to the Effective Date or (C) any current or former employee that is based on an alleged breach of a fiduciary obligation owed to the Debtors on or prior to the Effective Date, (ii) release indemnities (or any liabilities or obligations thereunder) set forth in any applicable credit agreement that survive the termination thereof, (iii) release claims against the Excluded Parties, or (iv) operate as a waiver or release from any causes of action based on gross negligence, fraud or willful misconduct, in each case as determined by a Final Order entered by a court of competent jurisdiction.*

Without limiting the generality of the foregoing, as of the Effective Date, the Debtors shall be deemed to have waived the right to prosecute, and to have settled and released for fair value, any Causes of Action or Avoidance Actions which the Debtors could have prosecuted as debtors or debtors in possession against any Released Party, whether brought under the Bankruptcy Code or other applicable law.

(b) *Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party, in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, shall be deemed to unconditionally and forever release, waive, and discharge the Debtors and each Released Party from any and all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever in connection with or related in any way to the Debtors, the operation of the Debtors' businesses, the incurrence by the Debtors of any indebtedness or the use of proceeds thereof, the Chapter 11 Cases, and the Plan, whether liquidated or unliquidated, fixed or contingent, matured or*

unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; provided, however, that that nothing in this Section 10.5(b) shall be deemed to be construed as a waiver or release of any (i) Causes of Action against the Excluded Parties, (ii) Intercompany Claims, (iii) rights under the Plan or (iv) causes of action based on gross negligence, fraud or willful misconduct, in each case as determined by a Final Order entered by a court of competent jurisdiction.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 10.5(a) and (b) of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing a good faith settlement and compromise of the Claims released herein, (ii) in the best interests of the Debtors and all holders of Claims, (iii) fair, equitable, and reasonable, (iv) approved after due notice and opportunity for hearing, and (v) a bar to any of the Releasing Parties asserting any Claim released by the Releasing Parties against any of the Debtors or the other Released Parties or their respective property.

Each Person to which Sections 10.5(a) and/or (b) apply shall be deemed to have granted the releases set forth in those Sections notwithstanding that such Person may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such Person expressly waives any and all rights that it may have under any statute or common law principle which would limit the effect of such releases to those claims or causes of action actually known or suspected to exist at the time of execution of the release.

10.6. Exculpation.

As of and subject to the occurrence of the Confirmation Date, any Person (including the Debtors and each of their Representatives) that: (i) solicits acceptances of the Plan shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; and (ii) participates (in good faith and in compliance with the applicable provisions of the Bankruptcy Code) in the offer, issuance, sale or purchase of a security offered or sold under the Plan (including, without limitation, the Holdings Reorganized Equity Interests) shall be deemed not to be liable for violation of any applicable law, rule, or regulation governing solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities under the Plan.

As of the Effective Date, none of the Debtors, the First Lien Parties, ACU LLC, the DIP Agent, the DIP Lenders, the Committee, the GUC Liquidating Trustee or the other Released Parties shall have or incur liability for any Claim, Cause of Action or other assertion of liability for any act taken or omitted to be taken in connection with, relating to or arising out of the Chapter 11 Cases, the negotiation, formulation, dissemination, implementation, approval, confirmation, consummation or administration of the Plan, property to be distributed under the Plan, or any

other act or omission in connection with, relating to or arising out of the Chapter 11 Cases, the Plan, the Disclosure Statement or any contract, instrument, document or other agreement related thereto; provided, however, that the foregoing shall not affect the liability of any Person resulting from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted gross negligence, willful misconduct or fraud. Any act or omission taken with the approval of the Bankruptcy Court will be conclusively deemed not to constitute gross negligence or willful misconduct.

10.7. Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to Section 10.5 or exculpated pursuant to Section 10.6 of the Plan.

10.8. Exclusive Jurisdiction.

The Bankruptcy Court (and the United States District Court for the Southern District of New York) shall retain exclusive jurisdiction to adjudicate any and all claims or causes or action (i) against any Person granted a release under Section 10.5 or exculpation pursuant to Section 10.6 of the Plan, (ii) relating to the Debtors, the Plan, the Distributions, the Holdings Reorganized Equity Interests, the Chapter 11 Cases, the transactions contemplated by the Plan to effectuate the Plan, or any contract, instrument, release, agreement or document executed and delivered in connection with such transactions and the Plan, and (iii) brought by the Debtors (or any successor thereto) or any holder of a Claim or an Equity Interest, regardless of whether such holder of a Claim or Equity Interest is a Releasing Party; *provided, however*, that after the Effective Date, the terms of this Section shall not be applicable to the New Term Loan Agreement.

10.9. Retention of Causes of Action/Reservation of Rights

(a) Except with respect to the releases and exculpation provided hereunder, all Causes of Action shall be retained as provided in Section 7.4 of the Plan.

(b) Except as otherwise provided in the Plan, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim left Unimpaired by the Plan. On and after the Effective Date, the Reorganized Debtors or ACU LLC, as applicable, shall have, retain, reserve and be entitled to assert all such claims, causes of action, rights of setoff, and other legal or equitable defenses which the Debtors had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors', the Reorganized Debtors' and ACU LLC's legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

(c) Nothing in clauses (a) or (b) of this Section 10.9 shall be deemed to limit or otherwise modify Section 10.5 or Section 10.6 hereof.

10.10. Exemption from Certain Transfer Taxes.

Pursuant to section 1146(a) of the Bankruptcy Code, (a) the issuance, transfer or exchange (or deemed issuance, transfer or exchange) of a security, including the issuance of the Holdings Reorganized Equity Interests, (b) the creation of any mortgage, deed of trust, Lien, pledge or other security interest, including pursuant to the New Term Loan Facility, (c) the making or assignment of any lease or sublease, including with respect to the contribution of the ACU Assets to ACU LLC, or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan (including, without limitation, any merger agreements, agreements of consolidation, restructuring, disposition, liquidation, dissolution, deeds, bills of sale and transfers of tangible property), including the contribution of the ACU Assets to ACU LLC, the transfer of funds to the GUC Liquidating Trust and the other restructuring transactions contemplated by the Plan, will not be subject to any stamp tax, recording tax, personal property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders) or other similar taxes. Unless the Bankruptcy Court orders otherwise, all sales, transfers and assignments of owned and leased property approved by the Bankruptcy Court on or prior to the Effective Date shall be deemed to have been in furtherance of or in connection with the Plan.

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

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

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

10.12. Other Exemptions.

Pursuant to section 4(2) and Regulation D of the Securities Act of 1933, the issuance of the Holdings Reorganized Equity Interests to the First Lien Lenders shall be exempt from registration.

Further, the issuance under the Plan of the Holdings Reorganized Equity Interests to the First Lien Lenders, and any subsequent sales, resales, transfers or other distributions of such Holdings Reorganized Equity Interests shall be exempt from any federal or state securities law

registration requirements (and all rules and regulations promulgated thereunder) to the fullest extent permitted by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law.

10.13 Amendments to Claims.

On or after the Effective Date, a Claim may not be filed or amended without prior approval by the Bankruptcy Court or prior written authorization from the Reorganized Debtors, ACU LLC or the GUC Liquidating Trustee, as applicable. Any such new or amended Claim filed without prior written authorization or Bankruptcy Court approval shall be deemed disallowed in full and expunged without any further action.

SECTION 11. RETENTION OF JURISDICTION

11.1 Retention of Jurisdiction

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;
- (b) to ensure that Distributions to holders of Allowed Claims are accomplished as provided herein;
- (c) to allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any objections to the allowance or priority of Claims or Equity Interests;
- (d) to resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is party or with respect to which any Debtor, Reorganized Debtor or ACU LLC may be liable, including, without limitation, any matter relating to the terms and conditions of any such Executory Contract or Unexpired Lease as assumed or assumed and assigned, or the obligation of any party to perform thereunder, and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;
- (e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;
- (g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any

inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to hear and determine all applications under sections 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Confirmation Date;

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

(j) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

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

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

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

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

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

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

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

11.2 Failure of the Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, then Section 11.1 of the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

SECTION 12. MISCELLANEOUS PROVISIONS

12.1. Payment of U.S. Trustee Fees.

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

12.2. Dissolution of Committee; Termination of Professionals.

The appointment of the Committee shall terminate on the Effective Date. On the Effective Date, the engagement of each Professional retained by the Debtors and the Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; *provided, however*, (a) each Professional shall be entitled to prosecute its respective Professional Fee Claims and represent its respective constituents with respect to applications for payment of such Professional Fee Claims, and (b) nothing herein shall prevent the Reorganized Debtors, ACU LLC or the GUC Liquidating Trustee from retaining any such professional on or after the Effective Date, which retention shall not require Bankruptcy Court approval.

12.3. Injunction Regarding Worthless Stock Deductions.

Unless otherwise ordered by the Bankruptcy Court or consented to by the Debtors or Reorganized Debtors, ~~on and after the Confirmation Date~~, each ~~“50% Shareholder”~~ (as such term is defined in the and notwithstanding anything to the contrary contained in the Bankruptcy Court’s Order Establishing Notification and Hearing Procedures for Transfers of or Claims of Worthless Stock Deductions With Respect to Certain Equity Securities [Docket No. 203] (the “WSD Procedures Order”), on and after the Effective Date, each “50% Shareholder” (as such term is defined in WSD Procedures Order) shall be enjoined from (i) filing any federal or state tax return, (ii) filing any amendment to such a return, or (iii) distribute any K-1 or other information statement, if any, to its partners or members, claiming or reflecting any deduction for worthlessness of an Equity Interest in Holdings, for a tax year ending before December 31, 2012. For the avoidance of doubt, this Section 12.3 of the Plan shall not be construed to enjoin any “50% Shareholder” from taking or causing to be taken any such action with respect to a tax year ending on or before after December 31, 2011-2012.

To the extent any 50% Shareholder is a partnership or other pass-through entity for federal or state income tax purposes, prior to filing any federal or state tax return, or any amendment to such a return, then unless otherwise ordered by the Bankruptcy Court, each partner or other owner of such 50% Shareholder shall be enjoined from filing a tax return claiming or otherwise reflecting any deduction for worthlessness of an Equity Interest in Holdings for a tax year ending ~~on or before December 31, 2011~~ before December 31, 2012. For the avoidance of doubt, this Section 12.3 of the Plan shall not be construed to enjoin any partner or owner of such

50% Shareholder from taking or causing to be taken any such action with respect to a tax year ending on or after December 31, 2012.

12.4. Request for Expedited Determination of Taxes.

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

12.5. Determination of Tax Filings and Taxes.

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

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

12.6. Amendments.

(a) *Pre-Confirmation Modifications.* Prior to the Confirmation Date, the Plan, including exhibits thereto and the Plan Supplement, may be amended, modified, or supplemented by the Debtors, subject to the prior written consent of the First Lien Agent, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code.

(b) *Post-Confirmation Modifications Not Requiring Resolicitation.* Subject to the prior written consent of the First Lien Agent, the Plan may be amended, modified or supplemented at any time after the Confirmation Date and before substantial consummation, provided that the Plan, as amended, modified or supplemented, satisfies the requirements of section 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and hearing, confirms the Plan as modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such amendment, modification or supplement. Any holder of a Claim that has accepted the Plan prior to any amendment, modification or supplement will be deemed to have accepted the Plan, as amended, modified or supplemented, if the proposed amendment, modification or supplement does not materially and adversely change the treatment of such holder's Claim. Prior to the Effective Date, the Debtors, with First Lien Agent approval, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court. After the Effective Date, the Debtors, the Reorganized Debtors, ACU LLC and the GUC Liquidating Trustee may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan.

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

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

12.8. Severability.

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, subject to the prior written consent of the First Lien Agent, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.9. Post-Confirmation Reporting.

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

12.10. Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.11. Time.

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

12.12. Binding Effect.

The Plan shall be binding on and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and each of their respective successors and assigns, including, without limitation, the Reorganized Debtors, and all other parties in interest in the Chapter 11 Cases.

12.13. Confirmation Order and Plan Control.

To the extent the Confirmation Order and/or the Plan is inconsistent with the Disclosure Statement, any other agreement entered into between the Debtors and any Person, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order controls the Plan.

12.14. Plan Supplement.

All documents included in the Plan Supplement shall be filed with the clerk of the Bankruptcy Court at least five (5) Business Days before the Confirmation Hearing. The Debtors reserve their rights to amend the Plan Supplement from time to time and to file any such amendments with the Bankruptcy Court.

12.15. Notices.

All notices, requests, and demands to or on the Debtors shall be (i) in writing, (ii) served by certified mail (return receipt requested), hand delivery, overnight delivery service, first class mail, or facsimile transmission, and (iii) unless otherwise expressly provided herein, deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows, if prior to the Effective Date, or as set forth in the Plan Supplement, if after the Effective Date:

VELO HOLDINGS, INC.
c/o Vertrue LLC
Darien Green
320 Boston Post Road

Darien, CT 06820
Attention: George Thomas
Telecopy No. (203) 674-7080

with a copy to:

On behalf of the Debtors

DECHERT LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Michael J. Sage
Shmuel Vasser
Davin J. Hall
Janet M. Bollinger
Telecopy No. (212) 698-3599

with a copy to:

On behalf of the First Lien Agent

BARCLAYS BANK PLC
745 Seventh Avenue
26th Floor
New York, NY 10019
Attention: Amy McLean
Telecopy No. (212) 526-5119

WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019
Attention: Margot B. Schonholtz
Ana M. Alfonso
Telecopy No. (212) 728-8111

Dated: ~~October 25~~, November 20, 2012
New York, New York

Respectfully submitted,

VELO HOLDINGS INC., on behalf of itself and its
affiliated Debtors

By: /s/ George Thomas
George Thomas
Secretary

DECHERT LLP

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

Attorneys for the Debtors and
Debtors in Possession

Document comparison by Workshare Compare on Tuesday, November 20, 2012
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Document 1 ID	file://C:\Users\jassmith\Documents\Vertrue\Plan and Disclosure Statement\Plan.docx
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Description	Vertrue - Plan (as filed) DOCX
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Deletions	90
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Moved to	3
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Format changed	0
Total changes	159